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MARK HERMANSON, CHUN-YU CHEN,

and SHUANG LIN

**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA**

MARK HERMANSON, CHUN-YU CHEN,  
and SHUANG LIN, individually and on  
behalf of all others similarly situated,

Plaintiffs,

vs.

LENOVO GROUP LIMITED and LENOVO  
(UNITED STATES) INC.,

Defendants.

Case No.:

**CLASS ACTION COMPLAINT**

**DEMAND FOR JURY TRIAL**

1 Plaintiffs Mark Hermanson (“Hermanson”), Chun-Yu Chen (“Chen”), and Shuang Lin  
 2 (“Lin”) (together, “Plaintiffs”), individually and on behalf of all others similarly situated, bring this  
 3 action against Defendants Lenovo Group Limited and Lenovo (United States) Inc. (together,  
 4 “Lenovo,” or “Defendants”). Upon personal knowledge as to their own acts and status and upon  
 5 information and belief as to all other matters, Plaintiffs allege the following:

### 6 INTRODUCTION

7 1. This class action lawsuit concerns Lenovo’s practice of advertising false and  
 8 misleading price reductions on its website, and Lenovo’s willful violation of a court-approved class  
 9 action settlement agreement whereby it agreed to stop this practice.

10 2. The use of false and misleading price reductions, also known as false discounts, is an  
 11 unlawful marketing practice that harms consumers by artificially increasing the perceived value of  
 12 the item being sold. By increasing the perceived value, Lenovo induces consumers to pay more for  
 13 its products based on the mistaken belief they are getting an incredible deal.

14 3. Lenovo advertises false discounts on its website by displaying an artificially inflated  
 15 reference price near the sale price, and then telling consumers they are “saving” money based on the  
 16 difference between the reference price and the sale price. In reality, the advertised savings are  
 17 fictitious. Below is an example of a false discount advertised on Lenovo’s website.



24 4. In 2016, a California consumer brought a class action lawsuit against Lenovo for  
 25 advertising false discounts on its website (“*Ponce*” lawsuit).<sup>1</sup> As a result of that lawsuit, Lenovo  
 26 entered into a court-approved class action settlement agreement (“*Ponce* Settlement Agreement”).

27

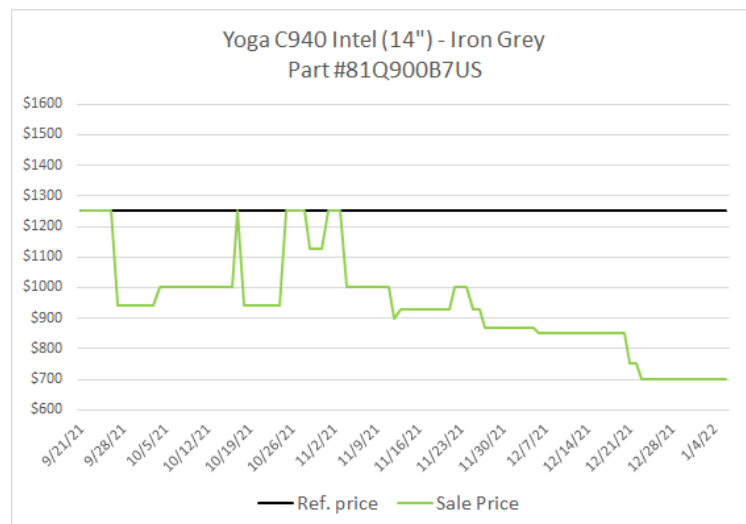
28 <sup>1</sup> *Katherine Ponce v. Lenovo (United States) Inc.* (“*Ponce*”), Case No. 0:16-cv-01000 (D. Minn. Apr. 15, 2016).

5. Under the terms of the *Ponce* Settlement Agreement, Lenovo agreed to the following prospective relief:

As part of this Settlement, Lenovo agrees that no price shall be advertised on its website as a former price (however it may be characterized) of a non-ThinkPad laptop or tablet, unless the alleged former price was the prevailing market price within three months next immediately preceding the publication of the advertisement or unless the date when the alleged former price did prevail is clearly, exactly, accurately, and conspicuously stated in the advertisement. This provision shall be subject to a five-year time limit, which shall run from the Effective Date [January 8, 2018].<sup>2</sup>

6. In other words, with respect to non-ThinkPad laptops and tablets, Lenovo agreed it would not display false reference prices on its website from January 8, 2018 to January 7, 2023. Specifically, Lenovo agreed it would not advertise a former price, “however it may be characterized,” unless it was the prevailing market price during the previous three months. Yet, that is precisely what Lenovo continued to do.

7. For example, below is a chart showing the reference price and sale price of a non-ThinkPad laptop advertised on Lenovo’s website from September 2021 to January 2022. The chart shows that for a period of more than ninety days, Lenovo advertised a reference price of \$1,249.99 even though Lenovo did not regularly sell the laptop at that price.



<sup>2</sup> The prospective relief period in *Ponce* began on the date of the Court’s Final Approval Order (January 8, 2018) and ran for a period of five years. *See Ponce*, Class Action Settlement Agreement, Dkt. 29-1 ¶ 11 (Jan. 20, 2017) and Final Approval Order, Dkt. 67 (Jan. 18, 2018).

8. Discovery will show that Lenovo had no reason to believe the advertised reference price was the prevailing market price during this period, and the true regular price of the laptop was significantly less than \$1,249.99.

9. In addition to continuing to advertise inflated reference prices for *non*-ThinkPad laptops, Lenovo continued to falsely advertise inflated reference prices for *ThinkPad* laptops. For example, below is a chart showing the reference price and sale price of a ThinkPad X1 Yoga Gen 5 laptop advertised on Lenovo's website from November 2021 to April 2022. The chart shows that for a period of more than ninety days, Lenovo advertised a reference price of \$3,399.00 even though Lenovo did not regularly sell the laptop at that price.



10. Discovery will show that despite entering into a court-approved class action settlement agreement, and despite knowing full well that advertising false discounts was unlawful, Lenovo continued to advertise false discounts for numerous products sold on its website.

11. Not surprisingly, in August 2021, Lenovo was again sued for using deceptive pricing practices on its website ("*Axelrod*" lawsuit).<sup>3</sup>

12. In response to the *Axelrod* lawsuit, Lenovo switched from employing one form of false reference prices to another. Both forms, however, accomplish the same objective of misleading consumers about the price reductions advertised on Lenovo's website.

13. On April 13, 2022, roughly seven months after the *Axelrod* lawsuit was filed, Lenovo

<sup>3</sup> *Axelrod v. (United States) Inc.* ("*Axelrod*"), Case No. 4:21-cv-06770-JSW (N.D. Cal. Aug. 31, 2021).

1 stopped displaying its reference prices as standalone strikethrough prices (e.g., ~~\$1,199.00~~) and began  
2 attaching the label “Est Value” in front of them (e.g., Est Value ~~\$1,199.00~~).

3 14. On April 13, 2022, Lenovo also began advertising a new disclaimer. Before, Lenovo  
4 told consumers that its reference prices reflected “regular Lenovo web prices.” Now, Lenovo tells  
5 consumers that they reflect “Lenovo’s estimate of product value based on industry data.”

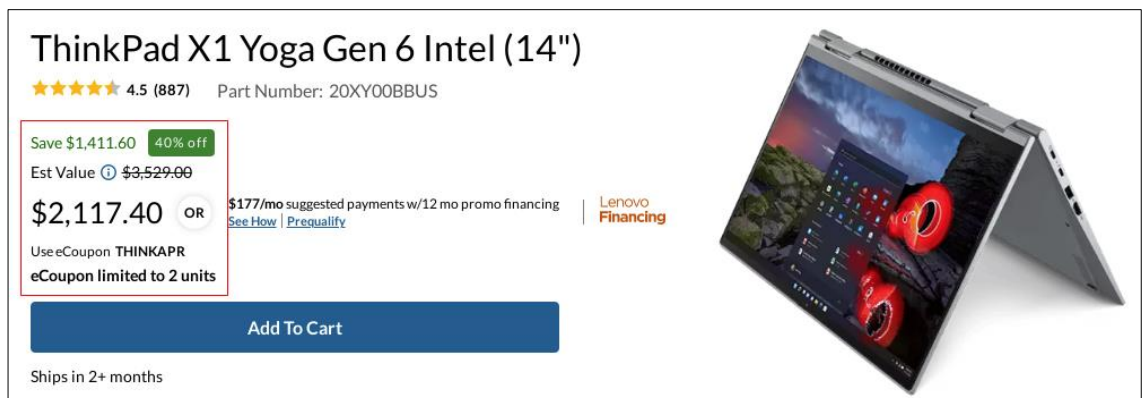
6 15. But discovery will show that Lenovo’s new “Est Value” prices do not reflect  
7 Lenovo’s bona fide estimates of its products’ values, and are just another ploy to continue  
8 advertising false and misleading price reductions on its website.

9 16. For example, below is a ThinkPad X1 Yoga laptop that was advertised on Lenovo’s  
10 website the day before and after Lenovo switched to “Est Value.” As shown, Lenovo advertised the  
11 exact same reference price, the exact same discount, the exact same savings, and the exact same  
12 coupon code, **THINKAPR**. The only thing that changed was Lenovo’s representation as to what the  
13 reference price purported to represent.

#### April 12, 2023

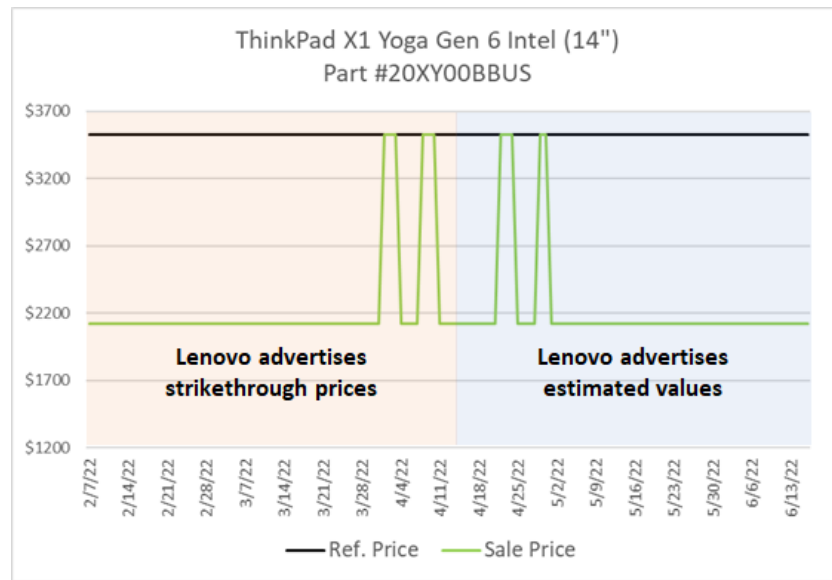


#### April 13, 2023



17. Both advertisements are equally false and misleading, however, because regardless of whether a consumer purchased the product on April 12 or April 13, the consumer did not receive the advertised savings of \$1,411.60. In other words, Lenovo continued to mislead consumers about the existence and amount of the price reduction.

18. As shown in the chart below, both before and after April 13, 2023, Lenovo rarely offered the ThinkPad X1 Yoga laptop for sale at the advertised reference price of \$3,529.00.



19. Discovery will show that Lenovo did not regularly sell the ThinkPad X1 Yoga laptop for \$3,529.00 and did not make any substantial number of sales at \$3,529.00. Thus, \$3,529.00 was neither the product's regular price nor Lenovo's bona fide estimate of its value. Likewise, consumers who purchased the laptop for \$2,117.40 did not receive a price reduction of \$1,411.60, nor did they save \$1,411.60 on their purchase. Rather, those consumers paid the regular price of \$2,117.40 for a laptop valued at \$2,117.40.

20. The falsity of Lenovo's new estimated value pricing scheme is evidenced by the fact that Lenovo changed *all* of its regular prices to estimated values overnight. For example, below is an excerpt of twenty products whose regular price did not change when Lenovo began representing that the same price was its "Est Value."

Product Number	Product Name	4/12/2022 Reg Price	4/13/2022 Est Value
82C10004US	Chromebook 3 (14")	309.99	309.99
82QS001FUS	Chromebook Duet 5 (13")	499.99	499.99
90NB00ECUS	IdeaCentre 3i Tower	579.99	579.99
90Q6000FUT	IdeaCentre Mini 5i	589.99	589.99
82KU00YTUS	IdeaPad 3 AMD (15") - Abyss Blue	719.99	719.99
11CYCT01WWUS1	ThinkCentre M90t ES Certified Tower	959.00	959.00
82BJ0085US	Yoga 7i (15") - Slate Grey	1,169.99	1,169.99
20YA001MUS	ThinkBook 13s Gen 3 AMD (13")	1,269.00	1,269.00
82NWCT01WWUS1	Legion 5 15" Premium with AMD GPU	1,299.99	1,299.99
11CKS06D00	ThinkCentre M70a (21.5") All-in-One	1,449.00	1,449.00
82LU001LUS	Yoga 9i Gen 7 (Intel) 14" - Storm Grey	1,449.99	1,449.99
82JHCT01WWUS1	Legion 5 Gen 6 15" Premium	1,499.99	1,499.99
82D2000NUS	IdeaPad Slim 9 (14") - Shadow Black	1,779.99	1,779.99
81YT0039US	Legion 7i (15") with RTX 2060	1,789.99	1,789.99
20XF004PUS	ThinkPad T14s Gen 2 AMD (14") - Black	2,219.00	2,219.00
20WH000KUS	ThinkBook Plus Gen 2 (Intel)	2,429.00	2,429.00
20W8001QUS	ThinkPad X13 Yoga Gen 2 Intel (13")	2,799.00	2,799.00
20XW003GUS	ThinkPad X1 Carbon Gen 9 Intel (14")	3,409.00	3,409.00
30E0CT01WWUS1	ThinkStation P620 Workstation	3,619.00	3,619.00

21. As shown in **Exhibit A** attached to this complaint, Lenovo offered over 400 laptops and desktops for sale on its website on April 12 and 13, 2022, and not a single reference price for any of those products changed. In other words, Lenovo merely went from misrepresenting that its reference prices reflected regular prices to misrepresenting that they reflected estimated values.

22. Lenovo continues to advertise false and misleading price reductions on its website, every day. The pervasive, ongoing nature of Lenovo's deceptive pricing practices and its persistent refusal to represent the actual regular price and value of its products demonstrate that the use of false and misleading price reductions is central to its overall marketing strategy.

23. Discovery will show that Lenovo displays false discounts on its website despite knowing this practice is unlawful because, quite simply, it is more profitable to mislead consumers and settle an occasional lawsuit than to comply with the law.

24. In bringing this lawsuit, Plaintiffs intend to curb Lenovo's practice of advertising false and misleading price reductions. Plaintiffs seek public injunctive relief in the form of a court order prohibiting Lenovo from continuing to falsely advertise price reductions on its website and seek compensation for themselves and all others similarly situated who have been duped by any form of Lenovo's false price reductions.



**THE PARTIES**

25. Plaintiff Mark Hermanson (“Hermanson”) was a resident of Sierra County, California on August 5, 2021, when he placed an order for a Yoga laptop on Lenovo’s website.

26. Plaintiff Shuang Lin (“Lin”) was a resident of Alameda County, California on January 4, 2022, when he placed an order for a ThinkStation computer on Lenovo’s website.

27. Plaintiff Chun-Yu Chen (“Chen”) was a resident of Santa Clara County, California on August 26, 2023, when he placed an order for a ThinkPad laptop on Lenovo’s website.

28. Defendant Lenovo Group Limited (“Lenovo Group”) is a multinational technology company with its global headquarters in Beijing, China and its worldwide operational headquarters in Morrisville, North Carolina. Lenovo Group is the largest manufacturer of laptop and desktop computers in the world with an annual revenue of over \$60 billion.

29. Defendant Lenovo (United States) Inc. (“Lenovo US”) is a Delaware corporation, with its principal place of business at 8001 Development Dr. Morrisville, North Carolina, 27560. Lenovo US is a wholly owned subsidiary of Lenovo Group. Lenovo US is registered with the California Secretary of State and authorized to do business in California, and maintains offices and is licensed to do business and does business in California.

30. Defendants manufacture and sell computers and related peripheral parts, software, and services to customers throughout the United States through the website, lenovo.com.

**JURISDICTION AND VENUE**

31. This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d)(2), because the aggregate claims of the members of the proposed Classes exceed \$5 million (exclusive of interest and costs), the proposed Classes consist of 100 or more members, and at least one member of the proposed Classes is a citizen of a different state than Defendants.

32. California has personal jurisdiction over Defendants because they have sufficient minimum contacts with California, having intentionally availed themselves of the California market through the promotion, marketing, and sale of products in California so as to render the exercise of jurisdiction by this Court permissible under traditional notions of fair play and substantial justice.



33. Venue is proper in the Northern District of California pursuant to 28 U.S.C. § 1391 (b)(1) and (2) because a substantial part of the events or omissions which give rise to Plaintiffs' claims occurred in Alameda County and Santa Clara County.

#### **INTRADISTRICT ASSIGNMENT**

34. Pursuant to the Northern District of California's Local Rule No. 3-2(e), assignment of this matter to the San Francisco and Oakland Division is appropriate because a substantial part of the events or omissions which give rise to the claims asserted herein occurred in Alameda County. Alternatively, assignment of this matter to the San Jose Division is appropriate because a substantial part of the events or omissions which give rise to the claims asserted herein occurred in Santa Clara County.

#### **FACTUAL ALLEGATIONS**

##### **A. Background of Lenovo.**

35. Lenovo is a \$62 billion Fortune Global 500 with global headquarters in Beijing China, and Morrisville, North Carolina.<sup>4</sup>

36. Lenovo is the largest manufacturer of personal computers in the world, with more PC shipments than HP, Dell, or Apple. Within the United States, Lenovo is the third largest manufacturer, and shipped over 3 million PCs in the second quarter of 2023 alone.<sup>5</sup>

37. Lenovo does not have any physical retail stores in the United States. Lenovo directly markets and sells its products to consumers through its website, [www.lenovo.com](http://www.lenovo.com). In September 2023, Lenovo's website received nearly 70 million visits, of which approximately 17% (11.66 million) originated from the United States.<sup>6</sup>

38. Lenovo's online success has in significant part resulted from its practice of advertising false and misleading price reductions on its website.

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<sup>4</sup> Sources: <https://doc.irasia.com/listco/hk/lenovo/annual/2023/ar2023.pdf> (last accessed Nov. 9, 2023); <https://en.wikipedia.org/wiki/Lenovo> (last accessed Nov. 9, 2023).

<sup>5</sup> Source: <https://www.gartner.com/en/newsroom/press-releases/2023-07-11-gartner-says-worldwide--pc-shipments-declined-16-percent-in-second-quarter-of-2023> (last accessed Nov. 9, 2023).

<sup>6</sup> Source: <https://www.semrush.com/website/lenovo.com/overview> (last accessed Nov. 9, 2023).

1 **B. Lenovo’s history of advertising false discounts.**

2 39. Lenovo has been willfully advertising false and misleading price reductions on its  
3 website for more than a decade.

4 40. In or around 2012, Lenovo was threatened with a class action lawsuit relating to  
5 false discounts advertised on its website. In December 2013, Lenovo settled that potential lawsuit  
6 with a class of California consumers before it was filed (“2013 Class Settlement”).<sup>7</sup> Under the terms  
7 of the 2013 Class Settlement, Lenovo agreed to compensate each California consumer who  
8 purchased an affected Lenovo computer on Lenovo’s website from June 4, 2008 through August  
9 30, 2012 with a \$50 payment. In addition, Lenovo agreed to change its methodology for online  
10 consumer advertising.

11 41. A few years later, in March 2016, Lenovo again found itself in legal trouble due to  
12 the false discounts advertised on its website. Katherine Ponce, a California consumer who at the  
13 time was a law student at the University of Minnesota, filed a class action lawsuit against Lenovo  
14 for advertising false discounts and savings on its website. The lawsuit alleged:

15 Lenovo fabricates promotions on products sold on its website by advertising large  
16 discounts off reference prices that are fictitious. Lenovo does not sell products at the  
17 purported reference prices in the regular course of its business, but fraudulently induces  
18 consumers to purchase Lenovo’s products based on false discounts or “savings” off  
19 the phantom reference prices.<sup>8</sup>

20 42. Ponce initially sought to certify a class consisting of all persons who purchased any  
21 Lenovo computer or tablet on Lenovo’s website after December 1, 2014.<sup>9</sup> During the litigation,  
22 however, Lenovo was successful in negotiating a settlement whereby the settlement class was  
23 limited to persons who purchased *non*-ThinkPad products over a period of merely thirteen months  
24 (“*Ponce Settlement Agreement*”).<sup>10</sup>

25 43. By excluding ThinkPad products—Lenovo’s most popular product line—from the  
26 settlement agreement, Lenovo’s objective was clear: Lenovo intended to minimize the amount paid

27 <sup>7</sup> See **Exhibit B** attached hereto.

28 <sup>8</sup> *Ponce*, Amended Class Action Complaint, Dkt. 12 ¶ 1 (May 9, 2016).

<sup>9</sup> *Id.* ¶ 63.

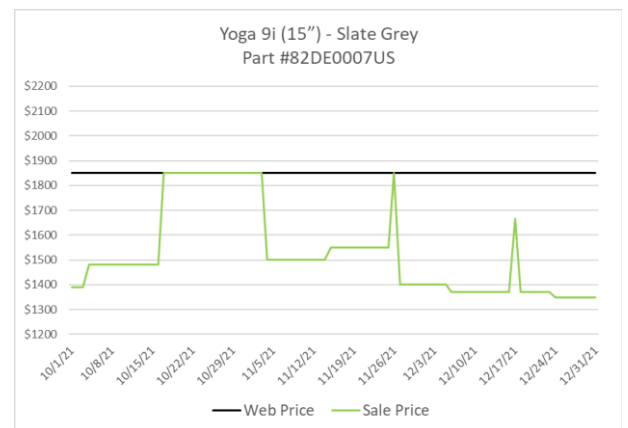
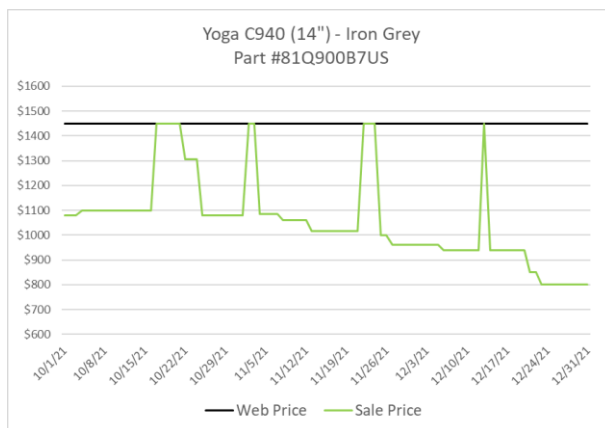
<sup>10</sup> *Ponce*, Class Action Settlement Agreement, Dkt. 29-1 ¶ 1.cc (Jan. 20, 2017).

1 to consumers and would continue to advertise false discounts on its most popular products,  
2 ThinkPad laptops.

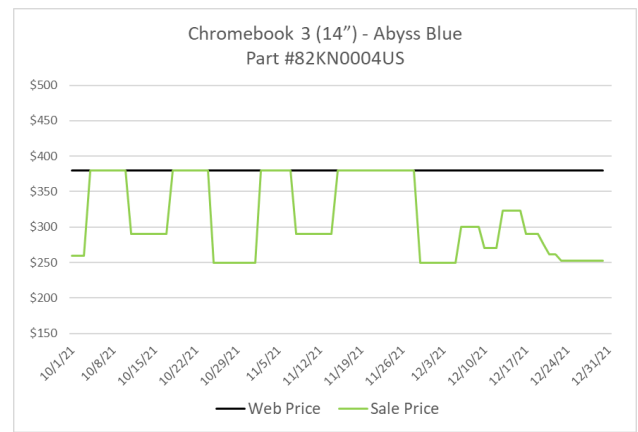
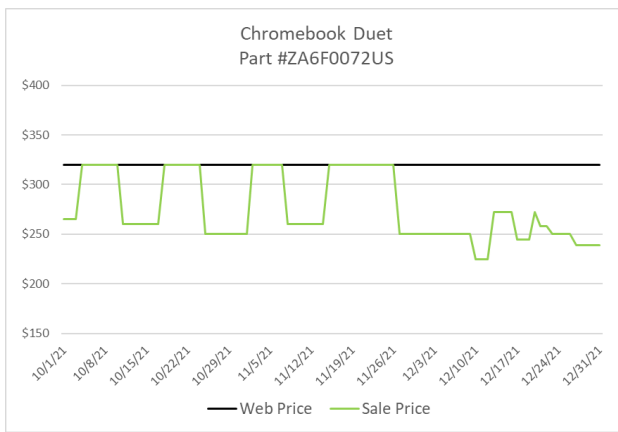
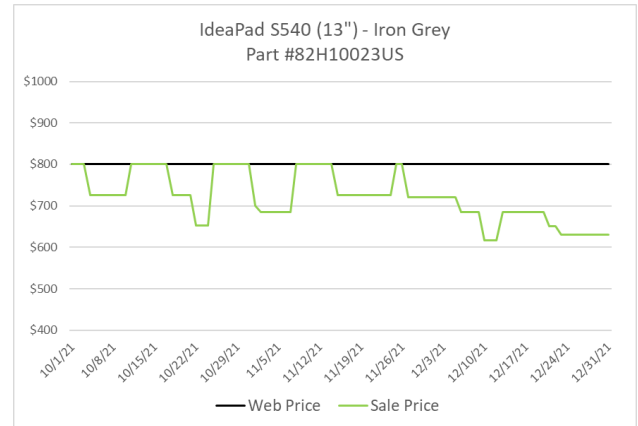
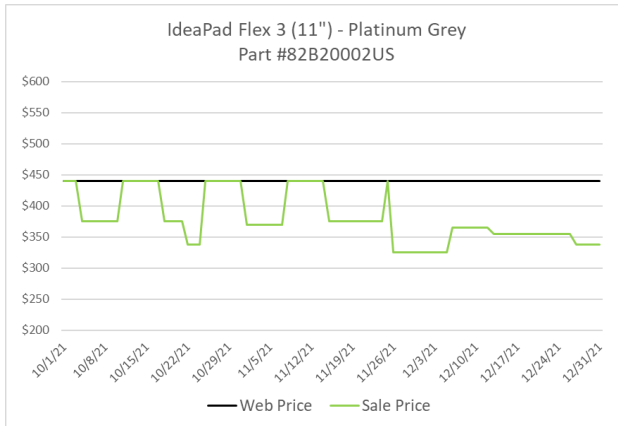
3 44. Indeed, in the section of the *Ponce* Settlement Agreement providing for prospective  
4 relief, Lenovo ensured that its compliance with California's False Advertising Law would only be  
5 required with respect to "non-ThinkPad laptops or tablets."<sup>11</sup> In other words, going forward,  
6 Lenovo only agreed to not display false discounts with respect to *non-ThinkPad* laptops and tablets.  
7 Lenovo made sure to include a carveout so that it could continue to display false discounts with  
8 respect to *ThinkPad* laptops.

9 45. Yet, despite the generous carveout, Lenovo could not help itself and continued to  
10 advertise false discounts for ThinkPad and non-ThinkPad laptops alike, in willful violation of  
11 California's consumer protection laws and the court-approved class action settlement agreement.

12 46. Below are charts showing the reference price and sale price of several non-ThinkPad  
13 laptops advertised on Lenovo's website over a period of more than ninety days during the  
14 prospective relief period. The charts demonstrate that Lenovo advertised reference prices which  
15 clearly were not the products' regular prices because, more often than not, Lenovo offered the  
16 products at prices lower than the reference prices.



28 <sup>11</sup> Compare *Ponce*, Class Action Settlement Agreement, Dkt. 29-1 ¶ 11 (Jan. 20, 2017) with Cal. Bus. Prof. Code. § 17501.



47. Discovery will show that Lenovo violated the *Ponce* Settlement Agreement by failing to ensure that the reference prices advertised on its website for non-ThinkPad laptops and tablets were the prevailing market prices during the three months preceding the advertisement.

### C. Lenovo's false discounts over time.

48. Lenovo has been advertising false and misleading price reductions on its website for over a decade. During this period, Lenovo has modified the way in which it advertises false discounts, but the deception is the same—Lenovo continues to mislead consumers about the reasons for, the existence of, and the amounts of price reductions.

49. Before August 25, 2021, Lenovo advertised false discounts on its website by displaying reference prices as a “Web Price” or strikethrough price (e.g., ~~\$1,199.99~~). These two reference prices were used interchangeably on Lenovo’s website. Near the reference price, Lenovo advertised a sale price, which was the price at which Lenovo actually offered the product for sale. Near the reference price and sale price, Lenovo advertised the false discount—which was displayed as “savings” equal to the difference between the reference price and the sale price.

50. Below is an example of a laptop advertised on Lenovo's website before August 25, 2021, which shows a reference price of \$2,279.00, a sale price of \$1,209.00, and a price reduction of \$1,070.00.

**ThinkPad P15s Gen 2 Intel (15") - Mobile Workstation**  
Part Number: 20W6500200

**Processor**  
11th Generation Intel® Core™ i5-1135G7 Processor (2.40 GHz, up to 4.20 GHz with Turbo Boost, 4 Cores, 8 Threads, 8 MB Cache)

**Operating System**  
Windows 10 Pro 64

**Display Type**  
15.6" FHD (1920 x 1080) IPS, anti-glare, 300 nits

**Memory**  
8 GB DDR4 3200MHz (Soldered)

**Hard Drive**  
256 GB PCIe SSD

**Warranty**  
1 year Depot or Carry-in

**Graphics**  
NVIDIA® Quadro® T500 4GB

Web Price: \$2,279.00  
After eCoupon:  
**\$1,209.00**  
Savings: \$1,070.00  
Use eCoupon:  
**WSDOORBUSTER**  
Ships FREE Next Business Day

**Add to cart**

As low as \$95/month | Prequalify

Earn \$36 in Rewards

☐ Compare

51. Once the product was added to the consumers' online shopping cart, Lenovo prominently advertised the purported savings throughout the entire checkout process.

52. Below is an example of Lenovo's website checkout page before August 25, 2021, where Lenovo prominently displays the purported price reduction of \$1,070.

**Review Your Order** [EDIT CART](#)

**ThinkPad P15s Gen 2 Intel (15") - Mobile Workstation**  
Part Number: 20W6500200  
Qty: 1  
Ships On 08/12/2021  
[View All specs](#)

Web price: \$2,279.00  
eCoupon: -\$1,070.00  
**WSDOORBUSTER**  
Sale price: **\$1,209.00**

Subtotal: \$1,209.00  
Shipping: FREE  
Tax: \$104.28  
Recycling Fee: \$5.00  
**Total: \$1,318.28**  
You're saving: **\$1,070.00**

Rep ID (Optional)  
Notice: The Rep. ID should be exactly 10 digits.

By placing your order you agree to our [Sales Terms & Conditions](#), [Privacy Policy](#) and verify that you are over the age of 16.

**Place Your Order**

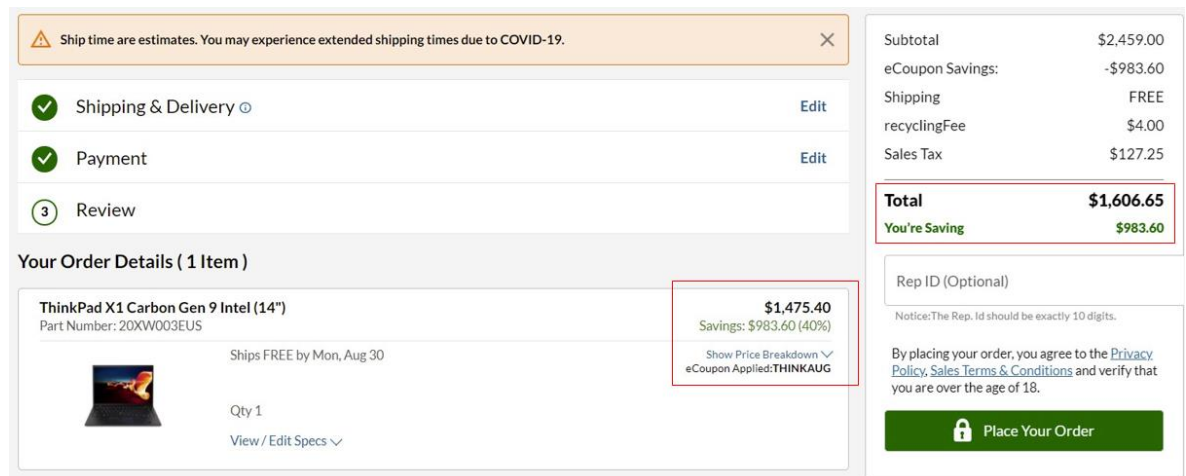
53. Between August 25, 2021 and April 12, 2022, Lenovo advertised false discounts on its website by displaying reference prices as a standalone strikethrough price (e.g., ~~\$1,199.99~~). As before, Lenovo continued to advertise a reference price near the sale price, and savings equal to the difference between the reference price and the sale price. In addition, Lenovo began advertising the savings as a percentage equal to the amount of the purported price reduction divided by the reference price.

54. Below is an example of a laptop advertised on Lenovo's website between August 25, 2021 and April 12, 2022, which shows a reference price of \$2,459.00, a sale price of \$1,475.40, and a price reduction of \$983.60 or 40% off.



55. Just as before, once the product was added to the consumers' online shopping cart, Lenovo prominently advertised the purported savings throughout the entire checkout process.

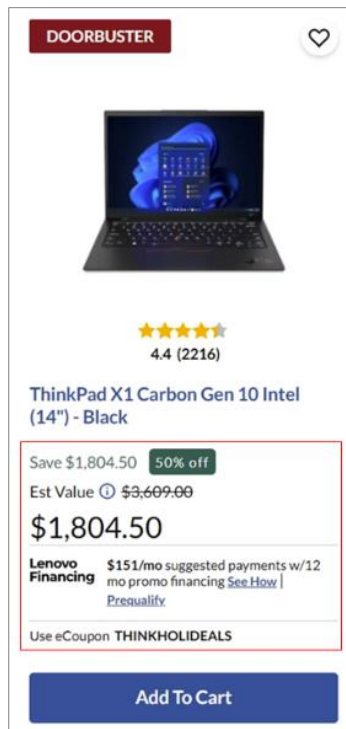
56. Below is an example of Lenovo's website checkout page between August 25, 2021 and April 12, 2022, where Lenovo prominently displays the purported price reduction of \$983.60.



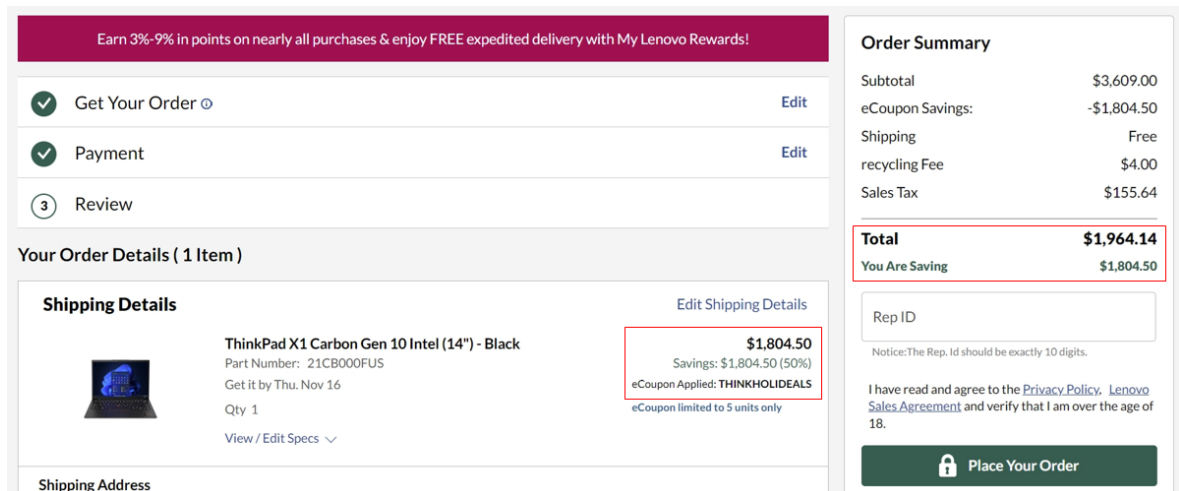
57. Starting on April 13, 2022, Lenovo began advertising false discounts on its website by displaying reference prices as "Est Values." As before, Lenovo continues to advertise a

1 reference price near the sale price, and savings equal to the difference between the reference price  
 2 and the sale price. As before, Lenovo also advertises the savings as a percentage equal to the  
 3 amount of the purported price reduction divided by the reference price.

4 58. Below is an example of a laptop advertised on Lenovo's website after April 13,  
 5 2022, which shows a reference price of \$3,609.00, a sale price of \$1,804.50, and a price reduction  
 6 of \$1,804.50 or 50% off.



19 59. Below is an example of Lenovo's website checkout page after April 12, 2022, where  
 20 Lenovo prominently displays the purported price reduction of \$1,804.50.





**D. Lenovo's fake coupon codes.**

60. In addition to advertising fictitious savings, Lenovo displays fake coupon codes it calls “eCoupons” to further mislead consumers into believing they are receiving a price reduction.

61. Unlike typical online retailers which require shoppers to manually enter a coupon code to receive the associated discount, Lenovo's coupon codes are prominently displayed on its website and do not require shoppers to take any action to receive the advertised discounts. In other words, the coupon codes are just another marketing ploy intended to mislead consumers about the existence of, amounts of, and reasons for the price reductions advertised on its website.

62. Below is an example of a fake coupon code discount advertised on Lenovo's website in February 2022.

**February 2022**



63. As shown in the example above, Lenovo represented to consumers they would save \$1,431.60 or 40% off the reference price of \$3,579.00 by using the coupon code “THINKFEB”—a reference to Lenovo's ThinkPad line of laptops and the month of February. Thus, reasonable consumers were led to believe that the coupon code and corresponding price reduction of \$1,431.60 would only be available in February.

64. In reality, Lenovo advertised the exact same price reduction in January 2022 with the coupon code “THINKJAN,” and in March 2022 with the coupon code “THINKMAR,” as shown below.

January 2022

READY TO SHIP

**ThinkPad X1 Yoga Gen 5 Intel (14")**

★★★★★ 4.6 (1179) Part Number: 20UB0069US

~~\$3,579.00~~ Save \$1,431.60 **40% off**

**\$2,147.40** OR \$179/mo suggested payments w/12 mo promo financing | **Lenovo Financing**

Use eCoupon **THINKJAN**  
eCoupon limited to 2 units

**Add To Cart**

Ships FREE by Thu, Jan 13


March 2022

READY TO SHIP

**ThinkPad X1 Yoga Gen 5 Intel (14")**

★★★★★ 4.6 (1202) Part Number: 20UB0069US

~~\$3,579.00~~ Save \$1,431.60 **40% off**

**\$2,147.40** OR \$179/mo suggested payments w/12 mo promo financing | **Lenovo Financing**

Use eCoupon **THINKMAR**  
eCoupon limited to 2 units

**Add To Cart**

Ships FREE by Thu, Mar 03



65. After April 2022, when Lenovo switched to displaying its reference prices as “Estimated Values,” Lenovo continued to advertise fake coupon codes, as shown below.

June 2023

**ThinkPad T14s Gen 4 Intel (14") - Deep Black**

☆☆☆☆☆ (0) Part Number: 21F6006HUS

Save \$1,243.60 **40% off**

Est Value ~~\$3,109.00~~

**\$1,865.40** OR \$156/mo suggested payments w/12 mo promo financing | **Lenovo Financing**

Use eCoupon **THINKJUNE**  
eCoupon limited to 5 units


July 2023

**ThinkPad T14s Gen 4 Intel (14") - Deep Black**

☆☆☆☆☆ (0) Part Number: 21F6006HUS

Save \$1,243.60 **40% off**

Est Value ~~\$3,109.00~~

**\$1,865.40** OR \$156/mo suggested payments w/12 mo promo financing | **Lenovo Financing**

Use eCoupon **THINKJULY**  
eCoupon limited to 5 units



1 **E. Lenovo's false discounts are pervasive.**

2 66. Discovery will show that on any given day, Lenovo sells approximately 500 laptop  
3 and desktop computers on its website, and approximately 80% are sold at a discount from a  
4 reference price.

5 67. But discovery will also show that the vast majority of price reductions advertised on  
6 Lenovo's website are false and misleading because consumers are not receiving the advertised  
7 "savings."

8 68. Discovery will further show that Lenovo does not regularly offer its products for sale  
9 at the advertised reference prices, nor does Lenovo make any substantial number of sales at the  
10 advertised reference prices, nor do the "Est Values" advertised on Lenovo's website reflect  
11 Lenovo's bona fide estimates of its products' values based on industry data.

12 69. Discovery will further show that Lenovo's advertises eCoupons pervasively and  
13 consistently throughout its website.

14 **F. The Ongoing Nature of Lenovo's False Discounts.**

15 70. Lenovo's deceptive pricing scheme is ongoing. Lenovo's continues to mislead  
16 consumers about the reasons for, existence of, and amounts of price reductions for products sold on  
17 its website by continuing to advertise inflated estimated values, fictitious savings and discounts, and  
18 misleading coupon codes.

19 71. When shopping on Lenovo's website, Plaintiffs do not have access to the data on  
20 which Lenovo purports to base its estimated values and cannot determine whether the advertised  
21 price reductions represent bona fide price reductions or whether the advertised savings reflect actual  
22 savings based on genuine estimated values. Moreover, Plaintiffs have no way of determining in the  
23 future whether Lenovo has corrected its deceptive pricing practices.

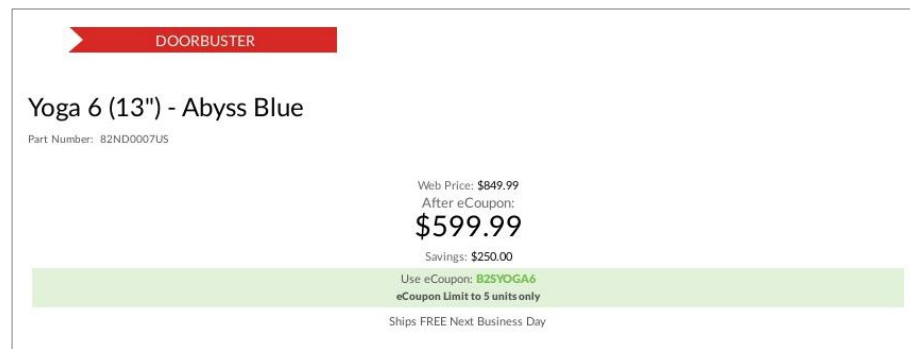
24 72. Without an injunction ordering Lenovo to cease its deceptive pricing practices,  
25 Plaintiffs are unable to rely on Lenovo's representations regarding the price reductions advertised on  
26 its website in deciding whether or not to purchase a product on Lenovo's website in the future.  
27 Without such an injunction, there is a real and immediate threat Plaintiffs will be wronged again in a  
28 similar way when making future purchases on Lenovo's website.

1 **G. Plaintiffs' Purchases.**

2 **Plaintiff Hermanson**

3 73. On August 6, 2021, Plaintiff Mark Hermanson ("Hermanson") accessed Lenovo's  
4 website from his residence in Lake Forest, California and purchased a non-ThinkPad Yoga 6 laptop,  
5 part number 82ND0007US ("Yoga 6 Laptop").

6 74. Lenovo advertised the Yoga 6 Laptop as being on sale for \$599.99 and represented  
7 to Hermanson that he was receiving a price reduction of \$250.00 off the reference price of \$849.99  
8 with the eCoupon **B2SYOGA6**. Below is an example of the advertisement that Hermanson saw.



15 75. Enticed by the idea of saving \$250 off the reference price of \$849.99, Hermanson  
16 proceeded to add the Yoga 6 Laptop to his shopping cart.

17 76. Throughout the online checkout process, Lenovo prominently displayed to  
18 Hermanson the price reduction and savings of \$250.00 he was purportedly receiving.

19 77. On the final checkout page, Lenovo again represented to Hermanson he was  
20 receiving a price reduction of \$250, which was equal to the difference between the reference price  
21 and the sale price.

22 78. In reliance on Lenovo's misrepresentations and material omissions with respect to  
23 the reference price of the Yoga 6 Laptop, and the discount and savings he was purportedly  
24 receiving, Hermanson placed his order.

25 79. Immediately after Hermanson completed his purchase, Lenovo sent Hermanson an  
26 order confirmation via email. The order confirmation, as shown below, again represented to  
27 Hermanson that he had received a price reduction equal to the difference between the reference price  
28 and the sale price.

Your Order Summary:			
<b>Item:</b> Yoga 6 (13") - Abyss Blue	<b>Status:</b> Received*	<b>Qty:</b> 1	<b>Price:</b> \$599.99
<b>Part No:</b> 82ND0007US			
<b>Configuration Details</b>			
<ul style="list-style-type: none"> <li>• Processor: AMD Ryzen™ 5 5500U Processor (2.10 GHz, up to 4.00 GHz Max Boost, 6 Cores, 12 Threads, 8 MB Cache)</li> <li>• Operating System: Windows 10 Home 64</li> <li>• Display Type: 13.3" FHD (1920 x 1080) IPS, touchscreen, 300 nits</li> <li>• Memory: 8 GB DDR4 3200MHz (Soldered)</li> <li>• Hard Drive: 512 GB PCIe SSD</li> <li>• Warranty: 1 Year Depot or Carry-in</li> <li>• Graphics: Integrated AMD Radeon™ Graphics</li> <li>• Camera: 720p HD</li> <li>• Pen: None</li> <li>• Fingerprint Reader: Fingerprint Reader</li> <li>• Keyboard: Backlit - US English</li> <li>• Wireless: 802.11AX (2 x 2) &amp; Bluetooth® 5.0</li> </ul>			
		<b>Sub total:</b>	\$599.99
		<b>Coupon Saved:</b>	\$250.00
		<b>Shipping Fees:</b>	FREE
		<b>Total:</b>	\$599.99

80. Hermanson purchased the Yoga 6 Laptop after Lenovo had represented to him that he was receiving a price reduction of \$250.00 and would thus save \$250.00 off the reference price of \$849.99. At the time of his purchase, Hermanson believed he was purchasing a laptop valued at \$849.99 for approximately 29% off.

81. However, discovery will show that the advertised price reduction was fictitious because prior to Hermanson's purchase, more often than not, Lenovo did not sell the Yoga 6 Laptop at the advertised reference price of \$849.99. Lenovo thereby violated the prospective relief set forth in the *Ponce* Settlement Agreement.

82. Hermanson's understanding of the value of the Yoga 6 Laptop was based on his belief that he was receiving a price reduction of \$250.00 off the reference price of \$849.99, and that he would save \$250.00 on his purchase.

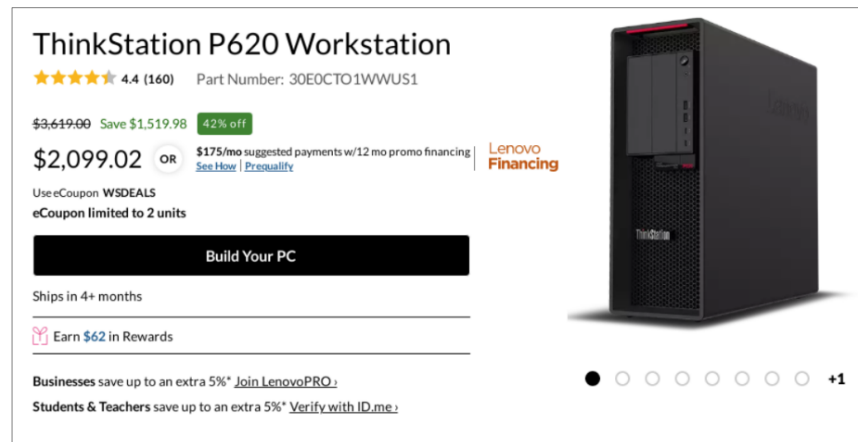
83. Lenovo thereby induced Hermanson to purchase the Yoga 6 Laptop by falsely representing to him that he was saving money equal to the difference between the reference price and sale price, and by failing to disclose to him that the advertised discount was not a bona fide price reduction.

84. Hermanson would not have purchased the Yoga 6 Laptop, or would have paid less for it, had he known that the laptop's regular price was less than \$849.99 and that the advertised savings was fictitious.

#### **Plaintiff Lin**

85. On January 4, 2022, Plaintiff Shuang Lin ("Lin") accessed Lenovo's website from his residence in Fremont, California and purchased a ThinkStation P620 Workstation, part number 30E0CTO1WWUS1 ("P620 Workstation").

86. Lenovo advertised the P620 Workstation as being on sale for \$2,099.02 and represented to Lin he was receiving a price reduction of \$1,519.98 off the reference price of \$3,619.00 with the eCoupon **WSDEALS**. Below is an example of the advertisement that Lin saw.



87. Enticed by the idea of saving \$1,519.98 off the reference price of \$3,619.00, Lin proceeded to purchase the P620 Workstation. As a result of an additional discount Lin received during the checkout process, the final sale price he paid for the P620 Workstation before tax was \$1,433.12.


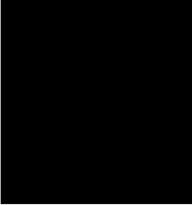
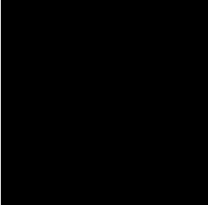
88. Throughout the checkout process, Lenovo prominently displayed to Lin the price reduction and savings he was purportedly receiving.

89. On the final checkout page, Lenovo again represented to Lin he was receiving a price reduction equal to the difference between the reference price and the sale price.

90. In reliance on Lenovo's representations and omissions with respect to the reference price of the P620 Workstation, and the discount and savings he was purportedly receiving, Lin

1 placed his order.

2 91. Immediately after Lin completed his purchase, Lenovo sent Lin an order  
3 confirmation via email. The order confirmation, as shown below, again represented to Lin that he  
4 had received a price reduction equal to the difference between the reference price and the sale price.

Your order summary:			
ITEM	DELIVERY METHOD	QTY	TOTAL PRICE
 <b>ThinkStation P620 Workstation</b> <small>30E0CT01WWU51</small>	Standard	1	\$1,433.12
<b>Billing Details:</b> 	<b>Shipping Details:</b> 	<div> Sub total: \$3,619.00  Instant Savings: -\$1,990.45  eCoupon Savings: -\$195.43  <b>THINKNEWDEAL2022</b>  Tax: \$146.89  Shipping: FREE  <b>Total: \$1,580.01</b> </div>	

13  
14 92. Lin purchased the P620 Workstation after Lenovo represented to him that he would  
15 receive a price reduction of \$1,519.98 and thus would save \$1,519.98 off the reference price of  
16 \$3,619.00. At the time of his purchase, Lin believed he was purchasing a Workstation valued at  
17 \$3,619.00 for approximately 60% off.

18 93. However, discovery will show that the advertised price reduction was fictitious  
19 because prior to Lin's purchase, more often than not, Lenovo did not sell the P620 Workstation at  
20 the advertised reference price of \$3,619.00. Discovery will further show that Lenovo did not make  
21 any substantial number of sales of the P620 Workstation at the reference price of \$3,619.00.

22 94. Lin's understanding of the value of the P620 Workstation was based on his belief that  
23 he was receiving a price reduction of \$1,519.98 off the reference price of \$3,619.00, and that he  
24 would save \$1,519.98 on his purchase.

25 95. Lenovo thereby induced Lin to purchase the P620 Workstation by falsely  
26 representing to him that he was saving money equal to the difference between the reference price  
27 and sale price, and by failing to disclose to him that the advertised discount was not a bona fide  
28 price reduction.

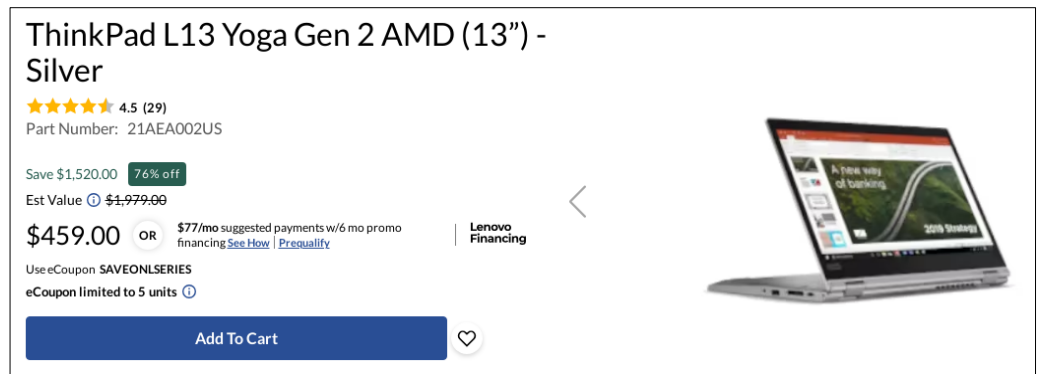


96. Lin would not have purchased the P620 Workstation, or would have paid less for it, had he known that the item's true regular price was less than \$3,619.00 and that the advertised savings was fictitious.

#### **Plaintiff Chen**

97. On August 26, 2023, Plaintiff Chun-yu Chen ("Chen") accessed Lenovo's website from his residence in San Jose, California and purchased a ThinkPad L13 Yoga Gen 2 AMD laptop, part number 21AEA002US ("ThinkPad L13 Yoga Laptop").

98. Lenovo advertised the ThinkPad L13 Yoga Laptop as being on sale for \$459 and represented to Chen that he was receiving a price reduction of \$1,520 off the reference price of \$1,979 with the eCoupon **SAVEONLSERIES**. Below is an example of the advertisement that Chen saw.



99. Enticed by the idea of saving \$1,520 off the reference price of \$1,979, Chen proceeded to add the ThinkPad L13 Yoga Laptop to his shopping cart.




100. Throughout the checkout process, Lenovo prominently displayed to Chen the price reduction and savings he was purportedly receiving.

101. On the final checkout page, Lenovo again represented to Chen he was receiving a price reduction equal to the difference between the reference price and the sale price.

102. In reliance on Lenovo's representations and omissions with respect to the reference price of the ThinkPad L13 Yoga Laptop, and the discount and savings he was purportedly receiving, Chen placed his order.

103. Immediately after Chen completed his purchase, Lenovo sent Chen an order confirmation via email. The order confirmation, as shown below, again represented to Chen that he

1 had received a price reduction equal to the difference between the reference price and the sale price.

Your order summary:			
ITEM	DELIVERY METHOD	QTY	TOTAL PRICE
 <b>ThinkPad L13 Yoga Gen 2 AMD (13'') - Silver</b> 21AEA002US	Expedite	1	\$459.00
<b>Billing Details:</b> 	<b>Shipping Details:</b> 	Sub total: \$1,979.00 eCoupon Savings: -\$1,520.00 <b>SAVEONLSERIES</b> Tax: \$43.03 Recycle Fee: \$4.00 Shipping: FREE <b>Total: \$506.03</b>	

12 104. Chen purchased the ThinkPad L13 Yoga Laptop after Lenovo had advertised a price  
 13 reduction of \$1,520 and represented to him that he would save \$1,520 off the reference price of  
 14 \$1,979. At the time of his purchase, Chen believed he was purchasing a laptop valued at \$1,979 for  
 15 approximately 77% off.

16 105. However, discovery will show that the advertised price reduction was fictitious  
 17 because prior to Chen's purchase, more often than not, Lenovo did not sell the ThinkPad L13 Yoga  
 18 Laptop at the advertised reference price of \$1,979. Discovery will further show that Lenovo did not  
 19 make any substantial number of sales of the ThinkPad L13 Yoga Laptop at the reference price of  
 20 \$1,979. Discovery will further show that \$1,979 was not Lenovo's bona fide estimate of the  
 21 ThinkPad L13 Yoga Laptop's value based on industry data.

22 106. Chen's understanding of the value of the ThinkPad L13 Yoga Laptop was based on  
 23 his belief that he was receiving a price reduction of \$1,520 off the reference price of \$1,979, and that  
 24 he would save \$1,520 on his purchase.

25 107. Lenovo thereby induced Chen to purchase the ThinkPad L13 Yoga Laptop by falsely  
 26 representing to him that he was saving money equal to the difference between the laptop's reference  
 27 price and sale price, and by failing to disclose to him that the advertised discount was not a bona  
 28 fide price reduction.

108. Chen would not have purchased the ThinkPad L13 Yoga Laptop, or would have paid less for it, had he known that item's true value was less than \$1,979 and that the advertised savings was fictitious.

### **CLASS ALLEGATIONS**

109. Plaintiffs bring this suit pursuant to Rule 23 of the Federal Rules of Civil Procedure, on behalf of themselves and all others similarly situated. Two nationwide classes, one nationwide subclass, and three California subclasses (together, "Classes") are defined as follows:

#### **Nationwide Classes**

**Nationwide Web Price Class:** All individuals who, within the applicable statute of limitations period, purchased a Lenovo-branded laptop, desktop, or tablet on Lenovo's website that were advertised as discounted from a reference price displayed as a "Web Price" or standalone strikethrough price.

**Nationwide Est Value Class:** All individuals who, within the applicable statute of limitations period, purchased a Lenovo-branded laptop, desktop, or tablet on Lenovo's website that were advertised as discounted from a reference price displayed as an "Est Value."

**Nationwide Non-ThinkPad Subclass:** All members of the Nationwide Web Price Class who purchased a non-ThinkPad laptop or tablet on Lenovo's website between January 8, 2018 and April 12, 2022, which was advertised at the time of their purchase as being offered at a discount from a reference price which was not the prevailing market price during the three months preceding their purchase.

#### **California Classes:**

**California Web Price Subclass:** All members of the Nationwide Web Price Class who were residing in California at the time of purchase.

**California Est Value Subclass:** All members of the Nationwide Est Value Class who were residing in California at the time of purchase.

**California Non-ThinkPad Subclass:** All members of the Nationwide Non-ThinkPad Subclass who were residing in California at the time of purchase.

110. Excluded from the Classes are Lenovo, its parents, subsidiaries, affiliates, officers, directors, legal representatives, predecessors, successors, assigns, and employees, and all judges assigned to hear any aspect of this litigation, as well as their staff and immediate family members.

111. Numerosity: Although the exact number of members of the Classes is uncertain and can only be ascertained through appropriate discovery, the number is significant enough such that

joinder is impracticable. Plaintiffs are informed and believe there are hundreds of thousands, if not millions, of members of the Classes that have been damaged by Lenovo's deceptive practices alleged herein. The disposition of the claims of all Classes in a single action will provide substantial benefits to all parties and to the Court. The members of the Classes are readily identifiable from information and records in Lenovo's possession, custody, or control.

112. Commonality: This action involves common questions of law and fact, including, but not limited to, the following:

- a. whether Lenovo made false or misleading statements of fact in its advertisements;
- b. whether Lenovo's advertisements had a tendency to mislead a reasonable consumer;
- c. whether Lenovo's advertising and marketing practices, as alleged herein, violated established law;
- d. whether a reasonable consumer would interpret the strikethrough prices on Lenovo's website as the regular price or former price of the products offered for sale on Lenovo's website;
- e. whether a reasonable consumer would interpret the estimated value prices on Lenovo's website as the value of the products offered for sale on Lenovo's website;
- f. whether Lenovo ever sold or offered for sale the products at the advertised reference prices;
- g. whether Lenovo made a substantial number of sales at the advertised reference prices;
- h. whether Lenovo's bona fide estimates of its products' values are reflected in the estimated value prices;
- i. whether Lenovo bases its estimated values prices on industry data;
- j. whether Lenovo violated the court-approved class action settlement agreement in Ponce;
- k. whether Lenovo's statements concerning the reference prices, discounts and

1 savings displayed on its website were material, such that a reasonable consumer would attach  
2 importance to and be induced to act on the information in deciding whether to make a purchase on  
3 Lenovo's website;

4 l. whether a reasonable consumer would interpret the advertised savings on  
5 Lenovo's website as a price reduction;

6 m. whether a reasonable consumer would interpret the web prices or  
7 strikethrough prices on Lenovo's website as the regular or former prices of the products offered for  
8 sale on Lenovo's website;

9 n. whether a reasonable consumer would believe the products offered for sale on  
10 Lenovo's website have values equal to their web price, strikethrough price, or estimated value;

11 o. whether Lenovo misrepresented and/or failed to disclose material facts about  
12 the web prices, strikethrough prices, estimated values, discounts, and savings advertised on its  
13 website;

14 p. whether Lenovo knew, or by the exercise of reasonable care should have  
15 known, that the price reductions and savings advertised on its website were untrue and misleading;

16 q. whether Lenovo intended the web prices, strikethrough prices, estimated  
17 values, discounts, and savings advertised on its website to induce customers to purchase products;

18 r. whether Lenovo's pricing scheme alleged herein—consisting of web prices  
19 and discounts/savings based on those web prices—was false or misleading within the meaning of  
20 California's False Advertising Law, Consumer Legal Remedies Act, or Unfair Competition Law.

21 s. whether Lenovo's pricing scheme alleged herein—consisting of standalone  
22 strikethrough prices and discounts/savings based on those standalone strikethrough prices—was  
23 false or misleading within the meaning of California's False Advertising Law, Consumer Legal  
24 Remedies Act, or Unfair Competition Law.

25 t. whether Lenovo's pricing scheme alleged herein—consisting of estimated  
26 values and discounts/savings based on those estimated values—was false or misleading within the  
27 meaning of California's False Advertising Law, Consumer Legal Remedies Act, or Unfair  
28 Competition Law.

1           u.       whether Lenovo is likely to continue advertising false and misleading price  
2 reductions such that an injunction is necessary; and

3           v.       whether Plaintiffs and members of the Classes are entitled to damages,  
4 restitution, and/or punitive damages as a result of Lenovo's conduct alleged herein.

5       113.   Typicality: Plaintiffs' claims are typical of the Class claims in that Plaintiffs, like all  
6 members of the Classes, were deceived and damaged by Lenovo's misrepresentations and  
7 corresponding failure to provide the advertised discounts, savings, and price reductions.  
8 Furthermore, the factual bases of Lenovo's misconduct are common to all members of the Classes  
9 and represent a common thread resulting in injury to the Classes.

10       114.   Adequacy: Plaintiffs will fairly and adequately protect the interests of all members  
11 of the classes, and Plaintiffs' interests are coincident with and not antagonistic to those of other  
12 members of the Classes. Plaintiffs have retained competent counsel who are experienced in  
13 prosecuting class actions.

14       115.   Class certification is appropriate under Rule 23(b)(2) because Lenovo has acted or  
15 refused to act, with respect to some or all issues presented in this Complaint, on grounds generally  
16 applicable to all members of the Classes, thereby making appropriate final injunctive relief with  
17 respect to the Classes as a whole.

18       116.   Class certification is appropriate under Rule 23(b)(3) because common questions of  
19 law and fact substantially predominate over any question that may affect only individual members  
20 of the Classes. Plaintiffs and members of the Classes have all suffered, and will continue to suffer,  
21 harm and damages as a result of Lenovo's uniform deceptive pricing practices. A class action is  
22 superior to other available methods for the fair and efficient adjudication of this controversy.  
23 Individual litigation of the claims of all members of the Classes is impracticable because the cost of  
24 litigation would be prohibitively expensive given the relatively small size of the individual Class  
25 members' claims. Moreover, individualized litigation would impose an immense burden upon the  
26 courts and present the potential for varying, inconsistent, or contradictory judgments. By contrast,  
27 maintenance of this action as a class action, with respect to some or all of the issues presented in  
28 this Complaint, presents fewer management difficulties, conserves the resources of the parties and

1 of the court system, and is the only means to protect the rights of all members of the Classes.  
2 Absent a class action, Plaintiffs and members of the Classes would be unable seek redress, and  
3 Lenovo's deceptive pricing practices would continue unabated without remedy or relief.

4 **FIRST CAUSE OF ACTION**  
5 **Intentional Misrepresentation**  
6 **(On behalf of the Nationwide Web Price Class)**

7 117. Plaintiffs incorporate by reference each of the allegations contained in the preceding  
8 paragraphs of this Complaint.

9 118. Plaintiffs bring this cause of action on behalf of themselves and the members of the  
10 Nationwide Web Price Class (as used as this cause of action, "class members").

11 119. As alleged herein, Lenovo made false representations and material omissions to  
12 Plaintiffs and the class members concerning the existence, duration, and/or nature of the price  
13 reductions and savings advertised on its website.

14 120. As part of those false representations, Lenovo engaged in the following practices:

15 a. falsely representing that the savings advertised on its website reflected bona  
16 fide price reductions, when in fact the price reductions were inflated because they were based off  
17 inflated reference prices;

18 b. falsely representing that the reference prices on its website reflected bona fide  
19 regular or former prices, when in fact the reference prices were inflated and did not reflect the actual  
20 price at which Lenovo formerly sold the product for a reasonably substantial period of time; and

21 c. falsely representing that Plaintiffs and the class members were benefitting  
22 from discounts and savings, when in fact Plaintiffs and the class members did not receive such  
23 benefit, or received substantially less benefit, because the advertised discounts and savings were  
24 based on inflated reference prices.

25 121. Lenovo intentionally did not disclose material facts regarding the above.  
26 Specifically, Lenovo intentionally did not disclose to Plaintiffs and the class members that the price  
27 reductions and savings advertised on its website were fictitious because they were based on inflated  
28 reference prices which did not reflect the price at which Lenovo previously offered the product for  
sale for a reasonably substantial period of time or the price at which Lenovo made a substantial



1 number of sales. These omissions were material, and had Lenovo disclosed the above information,  
2 Plaintiffs and the class members would not have purchased the products or would have paid less for  
3 them.

4 122. Lenovo's false representations and material omissions are the type of representations  
5 and omissions that are regularly considered to be material—i.e., a reasonable person would attach  
6 importance to them and would be induced to act on the information in making a purchasing  
7 decision.

8 123. Lenovo's false representations and material omissions relating to the price reductions  
9 and savings displayed on its website are objectively material to the reasonable consumer, and  
10 therefore reliance upon such representations may be presumed as a matter of law.

11 124. Lenovo intended for Plaintiffs and the class members to rely on its false  
12 representations and material omissions when making purchases on Lenovo's website.

13 125. Lenovo knew that its intentional misrepresentations and material omissions were  
14 false and misleading at the time Lenovo made them and/or acted recklessly in making such  
15 misrepresentations and omissions.

16 126. Plaintiffs and the class members reasonably and justifiably relied to their detriment  
17 on Lenovo's intentional misrepresentations and material omissions.

18 127. Lenovo's intentional misrepresentations and material omissions were a substantial  
19 factor in causing Plaintiffs and the class members to purchase products from Lenovo, and pay more  
20 for them than they would have otherwise paid.

21 128. As a proximate result of Lenovo's intentional misrepresentations and material  
22 omissions, Plaintiffs and the class members suffered an ascertainable loss and are entitled to  
23 compensatory and punitive damages, in an amount to be determined at trial.

24 129. In making intentional misrepresentations and material omissions to Plaintiffs and the  
25 class members, Lenovo acted with malice, oppression, and fraud. Accordingly, Lenovo is liable to  
26 Plaintiffs and the class members for punitive damages in an amount to be determined at trial.

27 130. Lenovo's conduct alleged herein constitutes "fraud," as that term is defined in Cal.  
28 Civ. Code § 3294(c)(3), because such conduct involved intentional misrepresentations, deceit,

1 and/or concealment of material facts known to Lenovo, and was done with the intent to cause  
 2 Plaintiffs and the class members to purchase products they would not have otherwise purchased  
 3 and/or pay more for them based on a false perception of their market value. Accordingly, Lenovo is  
 4 liable to Plaintiffs and the California Web Price Subclass for punitive damages in an amount to be  
 5 determined at trial.

6 131. In making the false representations and material omissions alleged herein, Lenovo  
 7 knowingly violated a court-approved class action settlement agreement. Accordingly, Lenovo is  
 8 liable to Plaintiff Hermanson and the Nationwide Non-ThinkPad Subclass for punitive damages in  
 9 an amount to be determined at trial.

10 **SECOND CAUSE OF ACTION**  
 11 **Negligent Misrepresentation**  
 12 **(On behalf of the Nationwide Web Price Class)**

13 132. Plaintiffs incorporate by reference each of the allegations contained in the preceding  
 14 paragraphs of this Complaint.

15 133. Plaintiffs bring this cause of action on behalf of themselves and the members of the  
 16 Nationwide Web Price Class (as used as this cause of action, “class members”).

17 134. As alleged herein, Lenovo made false representations and material omissions to  
 18 Plaintiffs and all Class members concerning the existence, duration, and/or nature of the price  
 19 reductions and savings advertised on its website.

20 a. As part of those false representations, Lenovo engaged in the following  
 21 practices:

22 b. falsely representing that the savings advertised on its website reflected bona  
 23 fide price reductions, when in fact the price reductions were inflated because they were based off  
 24 inflated reference prices;

25 c. falsely representing that the reference prices on its website reflected bona fide  
 26 regular or former prices, when in fact the reference prices were inflated and did not reflect the actual  
 27 price at which Lenovo formerly sold the product for a reasonably substantial period of time; and

28 d. falsely representing that Plaintiffs and the class members were benefitting  
 from discounts and savings, when in fact Plaintiffs and the class members did not receive such

1 benefit, or received substantially less benefit, because the advertised discounts and savings were  
2 based on inflated reference prices.

3 135. Lenovo failed to disclose material facts regarding the above. Specifically, Lenovo  
4 failed to disclose to Plaintiffs and the class members that the price reductions and savings advertised  
5 on its website were fictitious because they were based on inflated reference prices which did not  
6 reflect the price at which Lenovo previously offered the product for sale for a reasonably substantial  
7 period of time or the price at which Lenovo made a substantial number of sales. These omissions  
8 were material, and had Lenovo disclosed the above information, Plaintiffs and the class members  
9 would not have purchased the products or would have paid less for them.

10 136. Lenovo's false representations and material omissions are the type of representations  
11 and omissions that are regularly considered to be material—i.e., a reasonable person would attach  
12 importance to them and would be induced to act on the information in making a purchasing decision.

13 137. Lenovo's false representations and material omissions relating to the discounts and  
14 savings displayed on its website are objectively material to the reasonable consumer, and therefore  
15 reliance upon such representations may be presumed as a matter of law.

16 138. Lenovo's false representations and material omissions were made to Plaintiffs and  
17 the class members for the purpose of affecting their purchasing decisions.

18 139. Lenovo had no reasonable grounds for believing that its false representations were true.

19 140. Lenovo failed to exercise reasonable care and/or diligence in making its false  
20 representations and material omissions to Plaintiffs and the class members.

21 141. Plaintiffs and the class members reasonably and justifiably relied to their detriment  
22 on Lenovo's false representations and material omissions.

23 142. Lenovo's false representations and material omissions were a factor in causing  
24 Plaintiffs and the class members to purchase products on Lenovo's website, and pay more for them  
25 than they would have otherwise paid.

26 143. As a proximate result of Lenovo's false representations and material omissions,  
27 Plaintiffs and the class members were damaged in an amount to be determined at trial.

28 144. In making the false representations and material omissions alleged herein, Lenovo

1 acted recklessly and without regard for a court-approved class action settlement agreement in which  
 2 Lenovo agreed not to make such false representations and material omissions. Accordingly, Lenovo is  
 3 liable to Plaintiffs and the class members for punitive damages in an amount to be determined at trial.

### 4 **THIRD CAUSE OF ACTION**

#### 5 **Violation of California's Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750, *et seq.*** 6 **(On behalf of the California Web Price Subclass)**

7 145. Plaintiffs incorporate by reference each of the allegations contained in the preceding  
 8 paragraphs of this Complaint.

9 146. Plaintiffs bring this cause of action on behalf of themselves and the members of the  
 10 California Web Price Subclass (as used as this cause of action, "class members").

11 147. Lenovo violated, and continues to violate, Section 1770(a)(5) of the California Civil  
 12 Code by representing that products offered for sale on its website have characteristics or benefits  
 13 which they do not have. Specifically, Lenovo misled customers about the value of its products by  
 14 advertising inflated reference prices for products sold on its website.

15 148. Lenovo violated, and continues to violate, Section 1770(a)(9) of the California Civil  
 16 Code by advertising products as discounted when Lenovo intended to, and does in fact, sell them at  
 17 their regular prices.

18 149. Lenovo violated, and continues to violate, Section 1770(a)(13) of the California  
 19 Civil Code by making false or misleading statements of fact concerning reasons for, existence of, or  
 20 amounts of, price reductions on its website.

21 150. Lenovo violated, and continues to violate, Section 1770(a)(16) of the California  
 22 Civil Code by representing that its products were supplied in accordance with a previous  
 23 representation when they were not. Specifically, Lenovo represented that its products were sold at a  
 24 discount based on an inflated reference price, and that customers would realize savings based on  
 25 that reference price. After customers placed their orders, Lenovo emailed the customers an order  
 26 confirmation confirming the products were sold at a discount and confirming that customers  
 27 realized savings equal to the difference between the advertised reference price and the sale price.  
 28 But in fact, Lenovo did not sell its products at the specified discounts and customers did not realize  
 the advertised savings because the reference prices were artificially inflated.

151. Pursuant to California Civil Code section 1782(a), Plaintiffs intend to send notice to Lenovo by certified mail detailing its particular violations of Section 1770 of the CLRA, as alleged above, and demanding that Lenovo rectify such violations by (i) giving notice to all affected customers, (ii) removing all false and misleading price reductions and fictitious savings from its website, and (iii) providing restitution and damages to Plaintiffs and the class members.

152. Pursuant to California Civil Code section 1782(d), if Lenovo fails to rectify, or fails to agree to rectify, its violations of Section 1770 within thirty (30) days of receiving Plaintiffs' letter, Plaintiffs will move to amend this complaint to pursue claims for actual, punitive, and statutory damages under the CLRA. As to this cause of action, at this time, Plaintiffs seek only injunctive relief.

**FOURTH CAUSE OF ACTION**  
**Violation of California's False Advertising Law, Bus. & Prof. Code § 17500**  
**(On behalf of the California Web Price Subclass)**

153. Plaintiffs incorporate by reference each of the allegations contained in the preceding paragraphs of this Complaint.

154. Plaintiffs bring this cause of action on behalf of themselves and the members of the California Web Price Subclass (as used as this cause of action, "class members").

155. Plaintiffs bring this cause of action for public injunctive relief pursuant to Section 17535 of the Business and Professions Code and seek an order enjoining Lenovo from continuing to violate Section 17500. Plaintiffs are entitled to this forward-looking relief because there is no adequate remedy at law that would protect Plaintiffs, the class members, and the public at large from Lenovo's ongoing violations of Section 17500.

156. Plaintiffs additionally bring this cause of action for restitution pursuant to Section 17535 of the Business and Professions Code. Pursuant to Rule 8(a)(3) of the Federal Rules of Civil Procedure, Plaintiffs seek restitution in the alternative to the damages they seek. Plaintiffs are entitled to restitution because they lack an adequate remedy at law; the legal remedies available to them are not as equally prompt and certain, and in other ways efficient.

157. Lenovo has violated, and continues to violate, Section 17500 of the Business and Professions Code by disseminating untrue and misleading advertisements over the internet to

1 Plaintiffs and class members.

2 158. Lenovo disseminated untrue and misleading advertisements on its website by  
3 advertising fictitious price reductions and savings based on inflated reference prices.

4 159. Lenovo disseminated such untrue and misleading advertisements with the intent to  
5 induce Plaintiffs and class members to purchase products on its website.

6 160. Lenovo knew, or by the exercise of reasonable care should have known, that the  
7 advertised price reductions and savings were untrue or misleading.

8 161. Lenovo fraudulently concealed from and intentionally failed to disclose to Plaintiffs  
9 and class members the truth about its reference prices, and the discounts and savings based thereon.  
10 Specifically, Lenovo failed to inform Plaintiffs and the class members that the price reductions and  
11 savings advertised on its website were fictitious because they were based on inflated reference prices  
12 which did not reflect the price at which Lenovo previously offered the product for sale for a  
13 reasonably substantial period of time or the price at which Lenovo made a substantial number of sales.

14 162. Had Lenovo disclosed this information to Plaintiffs and class members, they would  
15 not have purchased the products in question or would have paid less for them.

16 163. Plaintiffs and class members reasonably relied on Lenovo's representations and/or  
17 omissions made in connection with the advertised price reductions and savings, and were induced  
18 to purchase Lenovo products based on the belief that they were receiving a price reduction and  
19 savings on their purchase.

20 164. Lenovo's representations and/or omissions made in connection with the advertised  
21 price reductions and savings were likely to deceive reasonable consumers by obfuscating the true  
22 value of Lenovo products.

23 165. Had Plaintiffs and class members known that the price reductions and savings were  
24 misleading and artificially inflated, they would not have purchased products from Lenovo or would  
25 have paid less for them.

26 166. As a direct and proximate result of Lenovo's untrue and misleading advertising,  
27 Lenovo has improperly acquired money from Plaintiffs and class members. As such, Plaintiffs  
28 request this Court order Lenovo to restore this money to them and all class members.

167. Lenovo's violations of Section 17500 are ongoing because it continues to advertise false and misleading price reductions and fictitious savings to Plaintiffs, class members, and the public at large. Unless restrained by this Court, Lenovo will continue to engage in untrue and misleading advertising, as alleged above, in violation of Section 17500. Accordingly, Plaintiffs seek an injunction enjoining Lenovo from continuing to violate Section 17500.

### **FIFTH CAUSE OF ACTION**

#### **Violation of California's False Advertising Law, Bus. & Prof. Code § 17501 (On behalf of the California Web Price Subclass)**

168. Plaintiffs incorporate by reference each of the allegations contained in the preceding paragraphs of this Complaint.

169. Plaintiffs bring this cause of action on behalf of themselves and the members of the California Web Price Subclass (as used as this cause of action, "class members").

170. Plaintiffs bring this cause of action for restitution pursuant to Section 17535 of the Business and Professions Code. Pursuant to Rule 8(a)(3) of the Federal Rules of Civil Procedure, Plaintiffs seek restitution in the alternative to the damages they seek in their first through fifth causes of action. Plaintiffs are entitled to restitution because they lack an adequate remedy at law; the legal remedies available to them are not as equally prompt and certain, and in other ways efficient.

171. Lenovo violated Section 17501 of the Business and Professions Code by advertising false former prices on its website.

172. Lenovo advertised former prices on its website by using words and phrases such as "Web Price," "Base Price," and displaying prices using strikethrough typeface (e.g., ~~\$1,249.99~~), and/or displaying discounts using words and phrases such as "Savings of," "Instant Saving," "Save \_\_\_\_%" "You're saving," and "Item Discount."

173. The former prices advertised by Lenovo (i) did not reflect the prevailing market prices for the products in question within the three months immediately preceding publication of the advertisement, (ii) were not offered by Lenovo on a bona fide basis for a majority of the days the products were offered for sale during the three-month period immediately preceding publication of the advertisement, and/or (iii) were never offered by Lenovo on a bona fide basis for a reasonably substantial period of time.



174. Lenovo's former price advertisements did not state clearly, exactly, and conspicuously when, if ever, the former prices prevailed, and provided no indication whether or to what extent the former prices advertised on its website were offered on a bona fide basis.

175. The relevant "market" for the purpose of applying Section 17501 consists of offers made on Lenovo's website because (i) all of the advertisements at issue concerned Lenovo products, manufactured by Lenovo, and offered for sale on Lenovo's website, (ii) Lenovo intended its representations relating to former prices and discounts to refer to its own prices; and (iii) Plaintiffs and the class members reasonably interpreted Lenovo's former price advertisements to refer to Lenovo's former prices.

176. Lenovo violated Section 17501 with actual or constructive knowledge that its former price advertisements were untrue or misleading.

177. Lenovo violated Section 17501 in order to induce Plaintiffs and the class members to make purchases on its website based on the false impression they are receiving a discount on a product valued at more than what they actually received.

178. Plaintiffs and the class members reasonably relied on Lenovo's representations and/or omissions made in violation of Section 17501, and were thereby induced to pay more for Lenovo products and make purchases they would not have otherwise made.

179. As a direct and proximate result of Lenovo's violations of Section 17501, Lenovo has improperly acquired money from Plaintiffs and the class members. As such, Plaintiffs request this Court order Lenovo to restore this money to them and all class members.

#### **SIXTH CAUSE OF ACTION**

#### **Violation of California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (On behalf of the California Web Price Subclass)**

180. Plaintiffs incorporate by reference each of the allegations contained in the preceding paragraphs of this Complaint.

181. Plaintiffs bring this cause of action on behalf of themselves and the members of the California Web Price Subclass (as used as this cause of action, "class members").

182. Plaintiffs bring this cause of action for public injunctive relief pursuant to Section 17203 of the Business and Professions Code and seek an order enjoining Lenovo from continuing

1 to violate California's Unfair Competition Law. Plaintiffs are entitled to this forward-looking relief  
2 because there is no adequate remedy at law that would protect Plaintiffs, the class members, and the  
3 public at large from Lenovo's ongoing violations of California's Unfair Competition Law.

4 183. Plaintiffs additionally bring this cause of action for restitution pursuant to Section  
5 17203 of the Business and Professions Code. Pursuant to Rule 8(a)(3) of the Federal Rules of Civil  
6 Procedure, Plaintiffs seek restitution in the alternative to the damages they seek. Plaintiffs are  
7 entitled to restitution because they lack an adequate remedy at law; the legal remedies available to  
8 them are not as equally prompt and certain, and in other ways efficient.

9 184. Lenovo has violated, and continues to violate, the "unlawful" prong of California's  
10 Unfair Competition Law, Bus. Prof. Code §§ 17200, *et seq.* ("UCL") by engaging in the following  
11 unlawful business acts and practices:

12 a. disseminating untrue and misleading advertisements over the internet by  
13 advertising fictitious price reductions and savings based on inflated reference prices in violation of  
14 Bus. & Prof. Code § 17500;

15 b. by representing that products offered for sale on its website have  
16 characteristics or benefits which they do not have in violation of Civ. Code § 1770(a)(5);

17 c. by advertising products on its website with intent not to sell them as  
18 advertised, in violation of Civ. Code § 1770(a)(9);

19 d. making false or misleading statements of fact concerning the reasons for,  
20 existence of, or amounts of price reductions as to products sold on its website, in violation of Civ.  
21 Code § 1770(a)(13); and

22 e. representing that products sold on its website were supplied in accordance  
23 with its previous representations when in fact they were not, in violation of Civ. Code §  
24 1770(a)(16).

25 185. Lenovo has violated the "fraudulent prong" of the UCL by engaging in the following  
26 fraudulent business acts and practices:

27 a. using misrepresentations, deception, and/or concealment of material  
28 information in connection with the price reductions and savings advertised on Lenovo's website,

such that Plaintiffs and class members were likely to be deceived;

b. advertising price reductions and savings that are false, misleading, and/or have a capacity, likelihood, or tendency to deceive Plaintiffs and the class members; and

c. failing to provide Plaintiffs and class members with information as to when, if ever, its products were sold at the advertised reference prices displayed on Lenovo’s website.

186. Lenovo has violated, and continues to violate, the “unfair” prong of the UCL by engaging in the following unfair business acts and practices:

a. advertising false and misleading price reductions and fictitious savings in connection with the sale of products on its website such that Plaintiffs and class members, who could not have reasonably avoided such predatory schemes, have been injured—a practice that serves no benefit to consumers or competition;

b. engaging in false advertising practices whereby the harm to consumers, competition, and the public far outweighs any utility of the practice, which only serves to deceive consumers and give Lenovo an unfair advantage; and

c. engaging in false and misleading advertising in contravention of public policy, including such public policy as reflected in Cal. Bus. & Prof. Code §§ 17200 and 17500, Cal. Civ. Code § 1770(a)(13), and 16 C.F.R. §§ 233.1 and 233.5.

187. Lenovo has violated the “unlawful,” “fraudulent,” and “unfair” prongs of California’s Unfair Competition Law, Bus. Prof. Code §§ 17200, *et seq.* (“UCL”) by knowingly violating a court-approved class action settlement intended to curb Lenovo’s deceptive pricing practices, resulting in significant harm to the consumers whom the class action settlement agreement was intended to protect.

**SEVENTH CAUSE OF ACTION**  
**Intentional Misrepresentation**  
**(On behalf of the Nationwide Est Value Class)**

188. Plaintiffs incorporate by reference each of the allegations contained in the preceding paragraphs of this Complaint.

189. Plaintiffs bring this cause of action on behalf of themselves and the members of the Nationwide Est Value Class (as used as this cause of action, “class members”).

1           190. As alleged herein, Lenovo made false representations and material omissions to  
2 Plaintiffs and the class members concerning the existence, duration, and/or nature of the price  
3 reductions and savings advertised on its website.

4           191. As part of those false representations, Lenovo engaged in the following practices:

5               a. falsely representing that the savings advertised on its website reflected bona  
6 fide price reductions, when in fact the price reductions were inflated because they were based off  
7 inflated reference prices;

8               b. falsely representing that the estimated values on its website reflected bona  
9 fide estimated values of its products, when in fact the estimated prices were inflated and did not  
10 reflect a bona fide estimate of the products' values; and

11              c. falsely representing that Plaintiffs and the class members benefitted from  
12 discounts and savings advertised on its website, when in fact Plaintiffs and the class members did  
13 not receive such benefit, or received substantially less benefit, because the advertised discounts and  
14 savings were based on inflated estimated values.

15           192. Lenovo intentionally did not disclose material facts regarding the above.  
16 Specifically, Lenovo intentionally did not disclose to Plaintiffs and the class members that the price  
17 reductions and savings advertised on its website were fictitious because they were based on inflated  
18 estimated values which did not reflect bona fide estimates of the products' values. These omissions  
19 were material, and had Lenovo disclosed the above information, Plaintiffs and the class members  
20 would not have purchased the products or would have paid less for them.

21           193. Lenovo's false representations and material omissions are the type of representations  
22 and omissions that are regularly considered to be material—i.e., a reasonable person would attach  
23 importance to them and would be induced to act on the information in making a purchasing  
24 decision.

25           194. Lenovo's false representations and material omissions relating to the price reductions  
26 and savings displayed on its website are objectively material to the reasonable consumer, and  
27 therefore reliance upon such representations may be presumed as a matter of law.

28           195. Lenovo intended for Plaintiffs and the class members to rely on its false

1 representations and material omissions when making purchases on Lenovo's website.

2 196. Lenovo knew that its intentional misrepresentations and material omissions were  
3 false and misleading at the time Lenovo made them and/or acted recklessly in making such  
4 misrepresentations and omissions.

5 197. Plaintiffs and the class members reasonably and justifiably relied to their detriment  
6 on Lenovo's intentional misrepresentations and material omissions.

7 198. Lenovo's intentional misrepresentations and material omissions were a substantial  
8 factor in causing Plaintiffs and the class members to purchase products from Lenovo, and to pay  
9 more for them than they would have otherwise paid.

10 199. As a proximate result of Lenovo's intentional misrepresentations and material  
11 omissions, Plaintiffs and the class members suffered an ascertainable loss and are entitled to  
12 compensatory and punitive damages, in an amount to be determined at trial.

13 200. In making intentional misrepresentations and material omissions to Plaintiffs and the  
14 class members, Lenovo acted with malice, oppression, and fraud. Accordingly, Lenovo is liable to  
15 Plaintiff and the class members for punitive damages in an amount to be determined at trial.

16 201. Lenovo's conduct alleged herein constitutes "fraud," as that term is defined in Cal.  
17 Civ. Code § 3294(c)(3), because such conduct involved intentional misrepresentations, deceit,  
18 and/or concealment of material facts known to Lenovo, and was done with the intent to cause  
19 Plaintiffs and the class members to purchase products they would not have otherwise purchased  
20 and/or pay more for them based on a false perception of their value. Accordingly, Lenovo is liable  
21 to Plaintiffs and the California Est Value Subclass for punitive damages in an amount to be  
22 determined at trial.

23 **EIGHTH CAUSE OF ACTION**  
24 **Negligent Misrepresentation**  
**(On behalf of the Nationwide Est Value Class)**

25 202. Plaintiffs incorporate by reference each of the allegations contained in the preceding  
26 paragraphs of this Complaint.

27 203. Plaintiffs bring this cause of action on behalf of themselves and the members of the  
28 Nationwide Est Value Class (as used as this cause of action, "class members").

1           204. As alleged herein, Lenovo made false representations and material omissions to  
2 Plaintiffs and all Class members concerning the existence, duration, and/or nature of the price  
3 reductions and savings advertised on its website.

4           205. As part of those false representations, Lenovo engaged in the following practices:

5               a. falsely representing that the savings advertised on its website reflected bona  
6 fide price reductions, when in fact the price reductions were inflated because they were based off  
7 inflated reference prices;

8               b. falsely representing that the estimated values on its website reflected bona  
9 fide estimated values of its products, when in fact the estimated prices were inflated and did not  
10 reflect a bona fide estimate of the products' values; and

11              c. falsely representing that Plaintiffs and the class members benefitted from  
12 discounts and savings advertised on its website, when in fact Plaintiffs and the class members did  
13 not receive such benefit, or received substantially less benefit, because the advertised discounts and  
14 savings were based on inflated estimated values.

15           206. Lenovo failed to disclose material facts regarding the above. Specifically, Lenovo  
16 intentionally did not disclose to Plaintiffs and the class members that the price reductions and  
17 savings advertised on its website were fictitious because they were based on inflated estimated  
18 values which did not reflect bona fide estimates of the products' values. These omissions were  
19 material, and had Lenovo disclosed the above information, Plaintiffs and the class members would  
20 not have purchased the products or would have paid less for them.

21           207. Lenovo's false representations and material omissions are the type of representations  
22 and omissions that are regularly considered to be material—i.e., a reasonable person would attach  
23 importance to them and would be induced to act on the information in making a purchasing decision.

24           208. Lenovo's false representations and material omissions relating to the discounts and  
25 savings displayed on its website are objectively material to the reasonable consumer, and therefore  
26 reliance upon such representations may be presumed as a matter of law.

27           209. Lenovo's false representations and material omissions were made to Plaintiffs and  
28 the class members for the purpose of affecting their purchasing decisions.





1 representation when they were not. Specifically, Lenovo represented that its products were sold at a  
 2 discount based on an inflated estimated value, and that customers would realize savings based on  
 3 that estimated value. After customers placed their orders, Lenovo emailed the customers an order  
 4 confirmation confirming the products were sold at a discount and confirming that customers  
 5 realized savings equal to the difference between the advertised estimated value and the sale price.  
 6 But in fact, Lenovo did not sell its products at the specified discounts and the customers did not  
 7 realize the advertised savings because the estimated values were artificially inflated.

8         221. Pursuant to California Civil Code section 1782(a), Plaintiffs intend to send notice to  
 9 Lenovo by certified mail detailing its particular violations of Section 1770 of the CLRA, as alleged  
 10 above, and demanding that Lenovo rectify such violations by (i) giving notice to all affected  
 11 customers, (ii) removing all false and misleading price reductions and fictitious savings from its  
 12 website, and (iii) providing restitution and damages to Plaintiffs and the class members.

13         222. Pursuant to California Civil Code section 1782(d), if Lenovo fails to rectify, or fails  
 14 to agree to rectify, its violations of Section 1770 within thirty (30) days of receiving Plaintiffs'  
 15 letter, Plaintiffs will move to amend this complaint to pursue claims for actual, punitive, and  
 16 statutory damages under the CLRA. As to this cause of action, at this time, Plaintiffs seek only  
 17 injunctive relief.

18                                   **TENTH CAUSE OF ACTION**  
 19                                   **Violation of California's False Advertising Law, Bus. & Prof. Code § 17500**  
 20                                   **(On behalf of the California Est Value Subclass)**

21         223. Plaintiffs incorporate by reference each of the allegations contained in the preceding  
 22 paragraphs of this Complaint.

23         224. Plaintiffs bring this cause of action on behalf of themselves and the members of the  
 24 California Est Value Subclass (as used as this cause of action, "class members").

25         225. Plaintiffs bring this cause of action for public injunctive relief pursuant to Section  
 26 17535 of the Business and Professions Code and seek an order enjoining Lenovo from continuing  
 27 to violate Section 17500. Plaintiffs are entitled to this forward-looking relief because there is no  
 28 adequate remedy at law that would protect Plaintiffs, the class members, and the public at large  
 from Lenovo's ongoing violations of Section 17500.

1           226. Plaintiffs additionally bring this cause of action for restitution pursuant to Section  
2 17535 of the Business and Professions Code. Pursuant to Rule 8(a)(3) of the Federal Rules of Civil  
3 Procedure, Plaintiffs seek restitution in the alternative to the damages they seeks. Plaintiffs are  
4 entitled to restitution because they lack an adequate remedy at law; the legal remedies available to  
5 them are not as equally prompt and certain, and in other ways efficient.

6           227. Lenovo has violated, and continues to violate, Section 17500 of the Business and  
7 Professions Code by disseminating untrue and misleading advertisements over the internet to  
8 Plaintiff and class members.

9           228. Lenovo disseminated untrue and misleading advertisements on its website by  
10 advertising fictitious price reductions and savings based on inflated estimated values.

11           229. Lenovo disseminated such untrue and misleading advertisements with the intent to  
12 induce Plaintiff and the class members to purchase products on its website.

13           230. Lenovo knew, or by the exercise of reasonable care should have known, that the  
14 advertised price reductions and savings were untrue or misleading.

15           231. Lenovo fraudulently concealed from and intentionally failed to disclose to Plaintiffs  
16 and the class members the truth about its estimated values, and the discounts and savings based  
17 thereon. Specifically, Lenovo failed to inform Plaintiffs and the class members that price  
18 reductions and savings advertised on its website were fictitious because they were based on inflated  
19 estimated values which do not reflect bona fide estimates of the products' values.

20           232. Had Lenovo disclosed this information to Plaintiffs and the class members, they  
21 would not have purchased the products in question or would have paid less for them.

22           233. Plaintiffs and the class members reasonably relied on Lenovo's representations  
23 and/or omissions made in connection with the advertised price reductions and savings and were  
24 induced to purchase Lenovo products based on the belief that they were receiving a price reduction  
25 and savings on their purchase.

26           234. Lenovo's representations and/or omissions made in connection with its estimated  
27 values, discounts, and savings were likely to deceive reasonable consumers by obfuscating the true  
28 value of Lenovo products.

1           235. Had Plaintiffs and the class members known that the price reductions and savings  
2 and artificially inflated, they would not have purchased products from Lenovo or would have paid  
3 less for them.

4           236. As a direct and proximate result of Lenovo's untrue and misleading advertising,  
5 Lenovo has improperly acquired money from Plaintiffs and the class members. As such, Plaintiffs  
6 request that this Court order Lenovo to restore this money to them and all the class members.

7           237. Lenovo's violations of Section 17500 are ongoing because it continues to advertise  
8 misleading estimated values and fictitious discounts and savings to Plaintiffs, the class members,  
9 and the public at large. Unless restrained by this Court, Lenovo will continue to engage in untrue  
10 and misleading advertising, as alleged above, in violation of Section 17500. Accordingly, Plaintiffs  
11 seek an injunction enjoining Lenovo from continuing to violate Section 17500.

#### 12                                   **ELEVENTH CAUSE OF ACTION**

#### 13           **Violation of California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*** 14           **(On behalf of the California Est Value Subclass)**

15           238. Plaintiffs incorporate by reference each of the allegations contained in the preceding  
16 paragraphs of this Complaint.

17           239. Plaintiffs bring this cause of action on behalf of themselves and the members of the  
18 California Est Value Subclass (as used as this cause of action, "class members").

19           240. Plaintiffs bring this cause of action for public injunctive relief pursuant to Section  
20 17203 of the Business and Professions Code and seeks an order enjoining Lenovo from continuing  
21 to violate California's Unfair Competition Law. Plaintiffs are entitled to this forward-looking relief  
22 because there is no adequate remedy at law that would protect Plaintiffs, the class members, and the  
23 public at large from Lenovo's ongoing violations of California's Unfair Competition Law.

24           241. Plaintiffs additionally bring this cause of action for restitution pursuant to Section  
25 17203 of the Business and Professions Code. Pursuant to Rule 8(a)(3) of the Federal Rules of Civil  
26 Procedure, Plaintiffs seek restitution in the alternative to the damages they seek. Plaintiffs are  
27 entitled to restitution because they lack an adequate remedy at law; the legal remedies available to  
28 them are not as equally prompt and certain, and in other ways efficient.

29           242. Lenovo has violated, and continues to violate, the "unlawful" prong of California's

1 Unfair Competition Law, Bus. Prof. Code §§ 17200, *et seq.* (“UCL”) by engaging in the following  
2 unlawful business acts and practices:

3 a. disseminating untrue and misleading advertisements over the internet by  
4 advertising fictitious price reductions and savings based on inflated estimated values in violation of  
5 Bus. & Prof. Code § 17500;

6 b. by representing that products offered for sale on its website have  
7 characteristics or benefits which they do not have in violation of Civ. Code § 1770(a)(5);

8 c. by advertising products on its website with intent not to sell them as  
9 advertised, in violation of Civ. Code § 1770(a)(9);

10 d. making false or misleading statements of fact concerning the reasons for,  
11 existence of, or amounts of price reductions as to products sold on its website, in violation of Civ.  
12 Code § 1770(a)(13); and

13 e. representing that products sold on its website were supplied in accordance  
14 with its previous representations when in fact they were not, in violation of Civ. Code §  
15 1770(a)(16).

16 243. Lenovo has violated, and continues to violate, the “fraudulent prong” of the UCL by  
17 engaging in the following fraudulent business acts and practices:

18 a. using misrepresentations, deception, and/or concealment of material  
19 information in connection with the price reductions and savings advertised on Lenovo’s website,  
20 such that Plaintiffs and class members were likely to be deceived;

21 b. advertising price reductions and savings that are false, misleading, and/or  
22 have a capacity, likelihood, or tendency to deceive Plaintiffs and the class members; and

23 c. failing to provide Plaintiffs and class members with information as to the  
24 inflated nature of the estimated values advertised on Lenovo’s website.

25 d. Lenovo has violated, and continues to violate, the “unfair” prong of the UCL  
26 by engaging in the following unfair business acts and practices:

27 e. advertising false and misleading price reductions and fictitious savings in  
28 connection with the sale of products on its website such that Plaintiffs and class members, who

1 could not have reasonably avoided such predatory schemes, have been injured—a practice that  
2 serves no benefit to consumers or competition;

3 f. engaging in false advertising practices whereby the harm to consumers,  
4 competition, and the public far outweighs any utility of the practice, which only serves to deceive  
5 consumers and give Lenovo an unfair advantage; and

6 g. engaging in false and misleading advertising in contravention of public  
7 policy, including such public policy as reflected in Cal. Bus. & Prof. Code §§ 17200 and 17500,  
8 Cal. Civ. Code § 1770(a)(13), and 16 C.F.R. §§ 233.1 and 233.5.

9 **RELIEF REQUESTED**

10 WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, request  
11 the court order the following relief and enter judgment against Lenovo Inc. as follows:

12 A. An order certifying that this action may be maintained as a class action, that  
13 Plaintiffs be appointed representatives of the Classes defined herein, and that Plaintiffs' counsel be  
14 appointed Class Counsel;

15 B. An order enjoining Lenovo from continuing to violate in the future California's  
16 Consumer Legal Remedies Act, False Advertising Law, and Unfair Competition Law, as described  
17 herein;

18 C. A judgment awarding Plaintiffs and the Class members actual and punitive damages  
19 in an amount to be determined at trial or, in the alternative, equitable monetary relief including,  
20 without limitation, restitution and disgorgement of all money Lenovo improperly acquired from  
21 Plaintiffs and Class members as a result of its false advertising and unlawful, unfair, and fraudulent  
22 business practices;

23 D. A judgment awarding Plaintiffs costs of suit; including reasonable attorney's fees  
24 pursuant to applicable law or as otherwise permitted by statute;

25 E. Pre- and post-judgment interest; and

26 F. Such other and further relief as may be necessary or appropriate under the  
27 circumstances.

28

**DEMAND FOR JURY TRIAL**

Pursuant to Federal Rule of Civil Procedure 38(b) and Northern District of California Local Rule 3-6, Plaintiffs demand a jury trial on all triable issues.

Dated: November 14, 2023                      Respectfully submitted,

By: /s/ Daniel A. Rozenblatt  
Daniel A. Rozenblatt (SBN 336058)  
Natasha Dandavati (SBN 285276)  
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CAPSTONE LAW APC

Attorneys for Plaintiffs  
MARK HERMANSON, CHUN-YU CHEN,  
and SHUANG LIN

# **Exhibit A**



Product Number	Product Name	4/12/2022 Reg Price	4/13/2022 Est Value
82C10004US	Chromebook 3 (14")	309.99	309.99
81MH005SUS	14e Chromebook (14")	314.63	314.63
82GV004KUS	IdeaPad 1 AMD (11") - Platinum Grey	314.99	314.99
82GV004LUS	IdeaPad 1 AMD (11") - Platinum Grey	329.99	329.99
81VU00D2US	IdeaPad 1 (14") - Ice Blue	364.99	364.99
82GW009AUS	IdeaPad 1 (14") - Ice Blue	364.99	364.99
82G4002QUS	IdeaPad Flex 3 AMD (11") - Abyss Blue	379.99	379.99
82KN0004US	Chromebook 3 (14") - Abyss Blue	379.99	379.99
90MV00E5US	IdeaCentre 3 (AMD) Tower	429.99	429.99
90NB00EAUS	IdeaCentre 3i Tower	429.99	429.99
82B20002US	IdeaPad Flex 3 (11") - Platinum Grey	439.99	439.99
82M80013US	Chromebook 5i Intel (14) - Sand	439.99	439.99
82QS001FUS	Chromebook Duet 5 (13")	499.99	499.99
F0EX0001US	IdeaCentre AIO 3 AMD (22")	559.99	559.99
82B8001LUX	Chromebook Flex 5 (13") - Graphite Grey	564.99	564.99
82M70003UX	Flex 5i Chromebook Intel (13") - Abyss Blue	569.99	569.99
11BWCTO1WWUS1	ThinkCentre M75n Nano IoT Thin Client	579.00	579.00
82H801EHUS	IdeaPad 3i Intel (15") - Sand	579.99	579.99
90NB00ECUS	IdeaCentre 3i Tower	579.99	579.99
81WB01BKUS	IdeaPad 3 Intel (15") - Almond	589.99	589.99
90Q6000DCM	IdeaCentre Mini 5i	589.99	589.99
90Q6000FUT	IdeaCentre Mini 5i	589.99	589.99
20UX001PUS	NB TP C13Y G1 Chr 3150C 4G 32G CRM	599.00	599.00
F0EV0006US	IdeaCentre AIO 3i (22")	619.99	619.99
11DTCTO1WWUS1	ThinkCentre M70q Tiny	659.00	659.00
81X2009YUS	IdeaPad Flex 5 AMD (14") - Platinum Grey	669.99	669.99
82KU00YQUS	IdeaPad 3 AMD (15") - Sand	669.99	669.99
F0EV0029US	IdeaCentre AIO 3i (22")	669.99	669.99
82HU00KBUS	IdeaPad Flex 5 AMD (14") - Platinum Grey	679.99	679.99
11GWCTO1WWUS1	ThinkCentre M75n Nano IoT	699.00	699.00
82H801DXUS	IdeaPad 3i Intel (15") - Sand	699.99	699.99
F0G10003US	IdeaCentre AIO 3 (24")	699.99	699.99
82KU00YTUS	IdeaPad 3 AMD (15") - Abyss Blue	719.99	719.99
82HU00K8US	IdeaPad Flex 5 AMD (14") - Platinum Grey	729.99	729.99
11DCCTO1WWUS1	ThinkCentre M70s ES Certified Small Form Factor	739.00	739.00
11EXCTO1WWUS1	ThinkCentre M70s Small Form Factor	739.00	739.00
82HV0040US	IdeaPad Flex 5 AMD (15") - Graphite Grey	739.99	739.99
82H801E2US	IdeaPad 3i Intel (15") - Sand	749.99	749.99
11DACTO1WWUS1	ThinkCentre M70t ES Certified Tower	759.00	759.00
11EVCTO1WWUS1	ThinkCentre M70t Tower	759.00	759.00
F0EV0027US	IdeaCentre AIO 3i (22")	769.99	769.99
11G4CTO1WWUS1	ThinkCentre M75n Nano Thin Client	789.00	789.00

Product Number	Product Name	4/12/2022 Reg Price	4/13/2022 Est Value
11JBCTO1WWUS1	ThinkCentre M75s Gen 2 ES Certified Small Form Factor	799.00	799.00
11JDCTO1WWUS1	ThinkCentre M75s Gen 2 Small Form Factor	809.00	809.00
11BSCTO1WWUS1	ThinkCentre M75n Nano	819.00	819.00
F0EV0028US	IdeaCentre AIO 3i (22")	819.99	819.99
82H801DYUS	IdeaPad 3i Intel (15") - Abyss Blue	829.99	829.99
82HU00JUUS	IdeaPad Flex 5 AMD (14") - Graphite Grey	829.99	829.99
11CSCTO1WWUS1	ThinkCentre M80t ES Certified Tower	869.00	869.00
82EY0028US	IdeaPad Gaming 3 AMD (15") - Onyx Black	869.99	869.99
11CUCTO1WWUS1	ThinkCentre M80s ES Certified Small Form Factor	879.00	879.00
F0FR0000US	DT IC AIO 3 24IIL5 I51035G4 1TB 8G	879.99	879.99
11EKCTO1WWUS1	ThinkCentre M80t Tower	889.00	889.00
11EMCTO1WWUS1	ThinkCentre M80s Small Form Factor	899.00	899.00
81WF004WUS	IdeaPad 3 Intel (17")	899.99	899.99
82BHCTO1WWUS1	Yoga 7i 14"	899.99	899.99
82HS00R1US	IdeaPad Flex 5 Intel (14") - Abyss Blue	899.99	899.99
82FG015LUS	IdeaPad 5 Intel (15") - Graphite Grey	919.99	919.99
11D4CTO1WWUS1	ThinkCentre M90t Tower	929.00	929.00
11DNCTO1WWUS1	ThinkCentre M80q	929.00	929.00
82HT006PUS	IdeaPad Flex 5 Intel (15") - Graphite Grey	929.99	929.99
82K100LQUS	IdeaPad Gaming 3i Intel (15") - Shadow Black	929.99	929.99
F0G00006US	IdeaCentre AIO 3i Intel (24")	929.99	929.99
11D1CTO1WWUS1	ThinkCentre M90s ES Certified Small Form Factor	939.00	939.00
11D6CTO1WWUS1	ThinkCentre M90s Small Form Factor	939.00	939.00
82BJCTO1WWUS1	Yoga 7 15"	949.99	949.99
11CYCTO1WWUS1	ThinkCentre M90t ES Certified Tower	959.00	959.00
20Y7CTO1WWUS1	ThinkPad E14 Gen 3 AMD (14")	971.00	971.00
20TACTO1WWUS1	ThinkPad E14 Gen 2 Intel (14")	974.00	974.00
11GJS00E00	ThinkCentre M70c Small Form Factor	979.00	979.00
82EY002AUS	IdeaPad Gaming 3 AMD (15") - Onyx Black	979.99	979.99
11BS02F00	ThinkCentre M75n Nano	1,029.00	1,029.00
11GJS00B00	ThinkCentre M70c Small Form Factor	1,029.00	1,029.00
20SES0YM00	ThinkPad 11e Yoga Gen 6 (11")	1,029.00	1,029.00
20VHCTO1WWUS1	ThinkPad L13 Gen 2	1,029.00	1,029.00
GAMERSPRINGBNL	IdeaPad Gaming 3 15" Laptop + Farming Simulator 22 - Windows	1,029.98	1,029.98
20TDCTO1WWUS1	ThinkPad E15 Gen 2 Intel (15")	1,034.00	1,034.00
20X5CTO1WWUS1	ThinkPad L14 Gen 2 AMD (14")	1,065.00	1,065.00
11CKCTO1WWUS1	ThinkCentre M70a 21.5" AIO	1,079.00	1,079.00
82HT006NUS	IdeaPad Flex 5 Intel (15") - Graphite Grey	1,079.99	1,079.99
81SX015HUS	Legion Y540 (15") with RTX 2060	1,099.99	1,099.99
82JWCTO1WWUS1	Legion 5 Gen 6 AMD (15") Standard with Nvidia GPU	1,099.99	1,099.99
82K100LSUS	IdeaPad Gaming 3i Intel (15")	1,099.99	1,099.99

Product Number	Product Name	4/12/2022 Reg Price	4/13/2022 Est Value
11R8000KUS	ThinkCentre M75s Gen 2 Small Form Factor	1,129.00	1,129.00
20YGCTO1WWUS1	ThinkPad E15 Gen 3 AMD (15")	1,132.00	1,132.00
21A20085US	ThinkBook 14 Gen 3 AMD (14")	1,139.00	1,139.00
F0G4004BUS	IdeaCentre AIO 5i (27" Intel) All In One	1,139.99	1,139.99
11BSS02G00	ThinkCentre M75n	1,149.00	1,149.00
20U5S0NY00	ThinkPad L14 AMD (14")	1,149.00	1,149.00
82K0CTO1WWUS1	Legion 5 Gen 6 17" AMD Standard	1,149.99	1,149.99
82K100LTUS	IdeaPad Gaming 3i Intel (15") - Shadow Black	1,149.99	1,149.99
11DT004GUS	ThinkCentre M70q Tiny	1,159.00	1,159.00
82BJ0085US	Yoga 7i (15") - Slate Grey	1,169.99	1,169.99
11GJS00D00	ThinkCentre M70c Small Form Factor	1,179.00	1,179.00
82K100LPUS	IdeaPad Gaming 3i Intel (15") - Shadow Black	1,179.99	1,179.99
20TA00LDUS	ThinkPad E14 Gen 2 Intel (14") - Black	1,189.00	1,189.00
20U5S0P000	ThinkPad L14 AMD (14")	1,189.00	1,189.00
SPRINGGAMERBNL	IdeaPad Gaming 3i Intel (15") + Farming Simulator 22 - Windows	1,199.98	1,199.98
82JKCTO1WWUS1	Legion 5 Gen 6 15" Standard	1,199.99	1,199.99
20X3CTO1WWUS1	ThinkPad L15 Gen 2 Intel	1,204.00	1,204.00
82BJ0080US	Yoga 7i (15") - Slate Grey	1,209.99	1,209.99
20X1CTO1WWUS1	ThinkPad L14 Gen 2 Intel	1,214.00	1,214.00
11GJS00C00	ThinkCentre M70c Small Form Factor	1,219.00	1,219.00
20X1005SUS	ThinkPad L14 Gen 2 Intel (14")	1,219.00	1,219.00
11CDCTO1WWUS1	ThinkCentre M90a 23.8" AIO	1,229.00	1,229.00
20X50017US	ThinkPad L14 Gen 2 AMD (14")	1,249.00	1,249.00
20X70057US	NB TP L15 AMD G2 R3_PRO 4G 256G 10H	1,249.00	1,249.00
20YA001MUS	ThinkBook 13s Gen 3 AMD (13")	1,269.00	1,269.00
20VE004MUS	ThinkBook 15 Gen 2 Intel (15")	1,279.00	1,279.00
90RS001FUS	Legion Tower 5i Gen 6 (Intel) with RTX 3060	1,289.99	1,289.99
82B30003US	Legion 5i (17") with GTX 1650 Ti	1,299.99	1,299.99
82BGCTO1WWUS1	Yoga 9i 14"	1,299.99	1,299.99
82JNCTO1WWUS1	Legion 5 Gen 6 17" Standard	1,299.99	1,299.99
82JSCTO1WWUS1	Legion 5 Pro Gen 6 16" AMD Standard with Nvidia GPU	1,299.99	1,299.99
82NWCTO1WWUS1	Legion 5 15" Premium with AMD GPU	1,299.99	1,299.99
20U5S0NT00	ThinkPad L14 AMD (14")	1,319.00	1,319.00
11R8000JUS	ThinkCentre M75s Gen 2 Small Form Factor	1,339.00	1,339.00
30EQCTO1WWUS1	ThinkStation P348 Tower Workstation	1,349.00	1,349.00
20VE007FUS	NBLN TB 15 G2 ITL I5 8G 8G 512G 10P	1,359.00	1,359.00
20YG003GUS	ThinkPad E15 Gen 3 AMD (15")	1,379.00	1,379.00
30DHCTO1WWUS1	ThinkStation P340 Tower Workstation	1,379.00	1,379.00
30DKCTO1WWUS1	ThinkStation P340 SFF Workstation	1,379.00	1,379.00
20VE004LUS	ThinkBook 15 Gen 2 Intel (15")	1,399.00	1,399.00
82JFCTO1WWUS1	Legion 5 PRO 16" Intel Standard with Nvidia GPU	1,399.99	1,399.99

Product Number	Product Name	4/12/2022 Reg Price	4/13/2022 Est Value
82JYCTO1WWUS1	Legion 5 Gen 6 17" AMD Premium	1,399.99	1,399.99
20TA004GUS	ThinkPad E14 Gen 2 Intel (14") - Black	1,409.00	1,409.00
11JXCTO1WWUS1	ThinkCentre M90a with ePrivacy 23.8" AIO	1,429.00	1,429.00
82JW00BGUS	Legion 5 Gen 6 AMD (15") - Stingray	1,429.99	1,429.99
11CKS06D00	ThinkCentre M70a (21.5") All-in-One	1,449.00	1,449.00
82LU001LUS	Yoga 9i Gen 7 (Intel) 14" - Storm Grey	1,449.99	1,449.99
20VKCTO1WWUS1	ThinkPad L13 Yoga Gen 2 Intel (13")	1,464.00	1,464.00
21EB0020US	ThinkPad E14 Gen 4 AMD (14") - Silver	1,469.00	1,469.00
20X70058US	NB TP L15 AMD G2 R5_PRO 8G 256G 10P	1,479.00	1,479.00
82BG009XUS	Yoga 9i (14") - Mica	1,479.99	1,479.99
30DFCTO1WWUS1	ThinkStation P340 - Tiny	1,489.00	1,489.00
20VE007GUS	Lenovo ThinkBook ThinkBook 15 G2 ITL	1,499.00	1,499.00
82JHCTO1WWUS1	Legion 5 Gen 6 15" Premium	1,499.99	1,499.99
82K8CTO1WWUS1	Legion Slim 7 Gen 6 AMD (15")	1,499.99	1,499.99
20XKCTO1WWUS1	ThinkPad T14 Gen 2 AMD (14")	1,510.00	1,510.00
20VE004HUS	ThinkBook 15 Gen 2 Intel (15")	1,549.00	1,549.00
82JMCTO1WWUS1	Legion 5 Gen 6 17" Premium	1,549.99	1,549.99
11MQA001US	ThinkCentre M90q Tiny Gen 2	1,559.00	1,559.00
20YG003JUS	ThinkPad E15 Gen 3 AMD (15")	1,559.00	1,559.00
20X7CTO1WWUS1	ThinkPad L15 Gen 2 AMD (15")	1,560.00	1,560.00
20R30039US	ThinkPad L13 Intel (13") - Silver	1,589.00	1,589.00
82JH008GUS	Legion 5i Gen 6 Intel (15") with RTX 3060 - Phantom Blue	1,589.99	1,589.99
82JUCTO1WWUS1	Legion 5 Gen 6 AMD (15") Premium with Nvidia GPU	1,599.99	1,599.99
30DFS00C00	ThinkStation P340 Tiny Workstation	1,619.00	1,619.00
20WKCTO1WWUS1	ThinkPad X13 Gen 2 Intel (13")	1,621.00	1,621.00
20UD0006US	ThinkPad T14 AMD (14")	1,639.00	1,639.00
20U5S0NV00	ThinkPad L14 AMD (14")	1,649.00	1,649.00
82BG009WUS	Yoga 9i (14") - Shadow Black	1,649.99	1,649.99
20TD00J5US	ThinkPad E15 Gen 2 Intel (15") - Black	1,659.00	1,659.00
82D2000PUS	IdeaPad Slim 9 (14") - Shadow Black	1,669.99	1,669.99
82JN0021US	Legion 5 Gen 6 Intel (17") with RTX™ 3050 Ti	1,669.99	1,669.99
20U5S0NQ00	ThinkPad L14 AMD (14")	1,679.00	1,679.00
82BG00A3US	Yoga 9i (14") - Shadow Black	1,689.99	1,689.99
82JQCTO1WWUS1	Legion 5 Pro Gen 6 16" AMD Premium with Nvidia GPU	1,699.99	1,699.99
11CK0047US	Desktop TC M70a I510400 8G N W10P	1,719.00	1,719.00
30DKS00P00	ThinkStation P340 SFF Workstation	1,729.00	1,729.00
30DHS00N00	ThinkStation P340 Tower Workstation	1,739.00	1,739.00
30EQ01VTUS	ThinkStation P348 Tower Workstation	1,739.00	1,739.00
82K80080US	Legion Slim 7 Gen 6 AMD (15") with RTX 3060	1,739.99	1,739.99
20UB001FUS	ThinkPad X1 Yoga Gen 5 Intel (14")	1,749.00	1,749.00
82JDCTO1WWUS1	Legion 5 PRO 16" Intel Premium with Nvidia GPU	1,749.99	1,749.99
82JY009FUS	Legion 5 Gen 6 AMD (17") with RTX 3070	1,749.99	1,749.99

Product Number	Product Name	4/12/2022 Reg Price	4/13/2022 Est Value
82NW002NUS	Legion 5 Gen 6 AMD (15") - Phantom Blue	1,749.99	1,749.99
30E50039US	ThinkStation P350 SFF Workstation	1,759.00	1,759.00
82BG000BUS	Yoga 9i (14") - Shadow Black	1,769.99	1,769.99
30E30073US	ThinkStation P350 Tower Workstation	1,779.00	1,779.00
82D2000NUS	IdeaPad Slim 9 (14") - Shadow Black	1,779.99	1,779.99
20UDS17Y00	ThinkPad T14 AMD (14") - Black	1,789.00	1,789.00
20X50052US	NB TP L14 AMD G2 R5_PRO 16G 512G 10P	1,789.00	1,789.00
20XH002LUS	ThinkPad X13 Gen 2 AMD (13") - Black	1,789.00	1,789.00
20XK0013US	ThinkPad T14 Gen 2 AMD (14") - Black	1,789.00	1,789.00
81YT0039US	Legion 7i (15") with RTX 2060	1,789.99	1,789.99
20XH005DUS	ThinkPad X13 Gen 2 AMD (13") - Black	1,799.00	1,799.00
82K6CTO1WWUS1	Legion 7i Gen 6 Intel (16") with RTX 3060	1,799.99	1,799.99
82N6CTO1WWUS1	Legion 7 Gen 6 16" AMD	1,799.99	1,799.99
82JH008MUS	Legion 5 Gen 6 Intel (15") with RTX 3060 - Stingray White	1,809.99	1,809.99
20UW0010US	ThinkPad X12 Detachable (12")	1,819.00	1,819.00
82BC0000US	Legion Slim 7i (15") with RTX 2060	1,819.99	1,819.99
82BG00A2US	Yoga 9i (14") - Shadow Black	1,829.99	1,829.99
82JY009JUS	Legion 5 Gen 6 AMD (17")	1,829.99	1,829.99
21ED0049US	ThinkPad E15 Gen 4 AMD (15") - Mineral Metallic	1,849.00	1,849.00
20UHSOQX00	ThinkPad T14s AMD (14") - Black	1,859.00	1,859.00
82DE0031US	Yoga 9i (15") - Slate Grey	1,869.99	1,869.99
82NW002PUS	Legion 5 Gen 6 AMD (15") - Phantom Blue	1,879.99	1,879.99
11MQS02400	ThinkCentre M90q Tiny Gen 2	1,939.00	1,939.00
20X50051US	ThinkPad L14 Gen 2 AMD (14")	1,939.00	1,939.00
20R50037US	ThinkPad L13 Yoga Intel (13") - Black	1,949.00	1,949.00
21A00064US	ThinkPad P14s Gen 2 AMD (14") - Mobile Workstation - Black	1,959.00	1,959.00
21A0CTO1WWUS2	ThinkPad P14s Gen 2 AMD (14") - Mobile Workstation	1,959.00	1,959.00
82JH008LUS	Legion 5i Gen 6 Intel (15") with RTX 3070 - Phantom Blue	1,959.99	1,959.99
20UW0011US	ThinkPad X12 Detachable (12")	1,969.00	1,969.00
20R50038US	ThinkPad L13 Yoga Intel (13") - Black	1,979.00	1,979.00
20VH0029US	ThinkPad L13 Gen 2 Intel (13") - Black	1,979.00	1,979.00
20XF004NUS	ThinkPad T14s Gen 2 AMD (14") - Black	1,979.00	1,979.00
82K8007WUS	Legion Slim 7 Gen 6 AMD (15") with RTX 3060	1,979.99	1,979.99
20WK005HUS	ThinkPad X13 Gen 2 Intel (13") - Black	2,009.00	2,009.00
20UWCTO1WWUS1	ThinkPad X12 Detachable (12")	2,016.00	2,016.00
21C5000TUS	ThinkPad L14 Gen 3 AMD (14")	2,029.00	2,029.00
21C7000UUS	ThinkPad L15 Gen 3 AMD (15") - Thunder Black	2,029.00	2,029.00
90Q800CTUS	Legion Tower 7i with RTX 3070	2,029.99	2,029.99
20W8CTO1WWUS1	ThinkPad X13 Yoga Gen 2 Intel (13")	2,049.00	2,049.00
20TD00J6US	ThinkPad E15 Gen 2 Intel (15") - Black	2,069.00	2,069.00
82JQ00FFUS	Legion 5 Pro Gen 6 AMD (16") with RTX 3070	2,079.99	2,079.99
20X1003GUS	ThinkPad L14 Gen 2 Intel (14")	2,089.00	2,089.00

Product Number	Product Name	4/12/2022 Reg Price	4/13/2022 Est Value
20X1005VUS	ThinkPad L14 Gen 2 Intel (14")	2,089.00	2,089.00
20UD002JUS	ThinkPad T14 AMD Gen 1	2,099.00	2,099.00
21A00067US	ThinkPad P14s Gen 2 AMD (14") - Mobile Workstation - Black	2,099.00	2,099.00
30EQ01VUUS	ThinkStation P348 Tower Workstation	2,099.00	2,099.00
20W8001VUS	ThinkPad X13 Yoga Gen 2 Intel (13")	2,119.00	2,119.00
21A0003KUS	ThinkPad P14s Gen 2 AMD (14") - Mobile Workstation	2,119.00	2,119.00
21A00065US	ThinkPad P14s Gen 2 AMD (14") - Mobile Workstation - Black	2,119.00	2,119.00
20XFCT01WWUS1	ThinkPad T14s Gen 2 AMD (14")	2,120.00	2,120.00
20XF0031US	ThinkPad T14s Gen 2 AMD (14") - Black	2,129.00	2,129.00
20XF004QUS	ThinkPad T14s Gen 2 AMD (14") - Black	2,129.00	2,129.00
20W0CT01WWUS1	ThinkPad T14 Gen 2 Intel (14")	2,133.00	2,133.00
20W4CT01WWUS1	ThinkPad T15 Gen 2 Intel (15")	2,133.00	2,133.00
21A7CT01WWUS1	ThinkPad T15p Gen 2 Intel (15")	2,149.00	2,149.00
30EQ01VWUS	ThinkStation P348 Tower Workstation	2,159.00	2,159.00
20UW0014US	ThinkPad X12 Detachable (12")	2,169.00	2,169.00
20W4002HUS	ThinkPad T15 Gen 2 Intel (15") - Black	2,189.00	2,189.00
20W6CT01WWUS1	ThinkPad P15s Gen 2 Intel (15") - Mobile Workstation	2,189.00	2,189.00
20UHS0QT00	ThinkPad T14s AMD (14") - Black	2,199.00	2,199.00
20VXCT01WWUS1	P14s Gen 2 Intel (14") - Mobile Workstation	2,209.00	2,209.00
20UW0012US	ThinkPad X12 Detachable (12")	2,219.00	2,219.00
20XF004PUS	ThinkPad T14s Gen 2 AMD (14") - Black	2,219.00	2,219.00
20XK0015US	NB TP T14 AMD G2 R5_PRO 16G 512G 10P	2,229.00	2,229.00
21A9CT01WWUS2	ThinkPad P15v Gen 2 Intel (15") - Mobile Workstation with Linux	2,239.00	2,239.00
20XH003SUS	ThinkPad X13 Gen 2 AMD (13") - Black	2,259.00	2,259.00
20XH005GUS	ThinkPad X13 Gen 2 AMD (13") - Black	2,259.00	2,259.00
21A00068US	ThinkPad P14s Gen 2 AMD (14") - Mobile Workstation - Black	2,259.00	2,259.00
20WMCT01WWUS1	ThinkPad T14s Gen 2 Intel (14") - Villi Black	2,289.00	2,289.00
20XH005FUS	ThinkPad X13 Gen 2 AMD (13") - Black	2,289.00	2,289.00
21A7003UUS	ThinkPad T15p Gen 2 Intel (15")	2,289.00	2,289.00
20WMCT01WWUS2	ThinkPad T14s Gen 2 Intel (14") - Storm Grey	2,309.00	2,309.00
20UW0015US	ThinkPad X12 Detachable (12")	2,319.00	2,319.00
20WK005FUS	ThinkPad X13 Gen 2 Intel (13") - Black	2,319.00	2,319.00
90Q800CWUS	Legion Tower 7i with RTX 3070	2,329.99	2,329.99
20XWCT01WWUS3	ThinkPad X1 Carbon Gen 9 Intel (14") with Linux	2,336.00	2,336.00
20UW0013US	ThinkPad X12 Detachable (12")	2,339.00	2,339.00
30DF0086US	ThinkStation P340 Tiny Workstation	2,359.00	2,359.00
20X1003HUS	ThinkPad L14 Gen 2 Intel (14")	2,369.00	2,369.00
20X1005WUS	ThinkPad L14 Gen 2 Intel (14")	2,369.00	2,369.00
20XF004RUS	ThinkPad T14s AMD G2	2,369.00	2,369.00
20XWCT01WWUS1	ThinkPad X1 Carbon Gen 9 Intel (14")	2,378.00	2,378.00
20WM01J6US	ThinkPad T14s Gen 2 Intel (14") - Black	2,399.00	2,399.00



Product Number	Product Name	4/12/2022 Reg Price	4/13/2022 Est Value
21A9CTO1WWUS1	ThinkPad P15v Gen 2 Intel (15") - Mobile Workstation	2,399.00	2,399.00
F0E5003BUS	Yoga A940 AIO (27") - Iron Grey	2,399.99	2,399.99
20WH000KUS	ThinkBook Plus Gen 2 (Intel)	2,429.00	2,429.00
20VX00GSUS	ThinkPad P14s Intel (14") - Mobile Workstation	2,439.00	2,439.00
20W600FDUS	ThinkPad P15s Gen 2 Intel (15") - Mobile Workstation	2,439.00	2,439.00
21A7003VUS	ThinkPad T15p Gen 2 Intel (15")	2,439.00	2,439.00
20XW003EUS	ThinkPad X1 Carbon Gen 9 Intel (14")	2,459.00	2,459.00
20W8001UUS	ThinkPad X13 Yoga Gen 2 Intel (13")	2,469.00	2,469.00
20UNCTO1WWUS1	ThinkPad X1 Nano Intel (13")	2,479.00	2,479.00
20XYCTO1WWUS2	ThinkPad X1 Yoga Gen 6 Intel (14") with Linux	2,489.00	2,489.00
20RK000PUS	ThinkPad X1 Fold (13")	2,499.00	2,499.00
20UN0009US	ThinkPad X1 Nano Intel (13") - Classic Black	2,499.00	2,499.00
20W4002JUS	ThinkPad T15 Gen 2 Intel (15") - Black	2,499.00	2,499.00
20W4002PUS	ThinkPad T15 Gen 2 Intel (15") - Storm Grey	2,499.00	2,499.00
20W400K8US	ThinkPad T15 Gen 2 (15") Intel - Black	2,519.00	2,519.00
20XF004TUS	ThinkPad T14s Gen 2 AMD (14") - Black	2,519.00	2,519.00
82BC0001US	Legion Slim 7i (15") with RTX 2060	2,519.99	2,519.99
21AK0043US	ThinkPad P14s Gen 3 Intel (14") Mobile Workstation - Black	2,529.00	2,529.00
30BXCTO1WWUS1	ThinkStation P520c	2,529.00	2,529.00
20XYCTO1WWUS1	ThinkPad X1 Yoga Gen 6 Intel (14")	2,544.00	2,544.00
20WK005DUS	ThinkPad X13 Gen 2 Intel (13") - Black	2,559.00	2,559.00
20VX00GTUS	ThinkPad P14s Intel (14") - Mobile Workstation	2,589.00	2,589.00
20W600FEUS	ThinkPad P15s Gen 2 Intel (15") - Mobile Workstation	2,589.00	2,589.00
20WH000LUS	ThinkBook Plus Gen 2 (Intel)	2,609.00	2,609.00
30DHS0B000	ThinkStation P340 Tower Workstation	2,609.00	2,609.00
21A90088US	ThinkPad P15v Gen 2 Intel (15") - Mobile Workstation	2,629.00	2,629.00
20XY0022US	ThinkPad X1 Yoga Gen 6 Intel (14")	2,639.00	2,639.00
20YQCTO1WWUS2	ThinkPad P15 Gen 2 Intel (15") - Mobile Workstation with Linux	2,639.00	2,639.00
21A7003WUS	ThinkPad T15p Gen 2 Intel (15")	2,639.00	2,639.00
20UB0067US	ThinkPad X1 Yoga Gen 5 Intel (14")	2,649.00	2,649.00
21AK0044US	ThinkPad P14s Gen 3 Intel (14") Mobile Workstation - Black	2,669.00	2,669.00
30DKS04W00	ThinkStation P340 SFF Workstation	2,669.00	2,669.00
30EQ01W0US	ThinkStation P348 Tower Workstation	2,669.00	2,669.00
20XY00B8US	ThinkPad X1 Yoga Gen 6 Intel (14")	2,679.00	2,679.00
30E50035US	ThinkStation P350 SFF Workstation	2,679.00	2,679.00
30EQ01VXUS	ThinkStation P348 Tower Workstation	2,679.00	2,679.00
20W0003LUS	ThinkPad T14 Gen 2 Intel (14") - Black	2,699.00	2,699.00
20W4002KUS	ThinkPad T15 Gen 2 Intel (15") - Black	2,699.00	2,699.00
20WM0052US	ThinkPad T14s Gen 2 Intel (14") - Black	2,699.00	2,699.00
20W400K7US	ThinkPad T15 Gen 2 (15") Intel - Black	2,709.00	2,709.00
20WM01J7US	ThinkPad T14s Gen 2 Intel (14") - Black	2,709.00	2,709.00



Product Number	Product Name	4/12/2022 Reg Price	4/13/2022 Est Value
20S0S3BK00	ThinkPad T14 Intel (14") - Black	2,739.00	2,739.00
20RK000MUS	ThinkPad X1 Fold (13")	2,749.00	2,749.00
20Y3CTO1WWUS2	ThinkPad P1 Gen 4 Intel (16") - Mobile Workstation with Linux	2,749.00	2,749.00
20YQCTO1WWUS1	ThinkPad P15 Gen 2 Intel (15") - Mobile Workstation	2,759.00	2,759.00
30BECTO1WWUS1	ThinkStation P520	2,759.00	2,759.00
21A9004AUS	NB WS P15v G2 I7 16G 512G 10P	2,769.00	2,769.00
21A90089US	ThinkPad P15v Gen 2 Intel (15") - Mobile Workstation	2,769.00	2,769.00
20T0S29P00	ThinkPad T14s Intel (14") - Black	2,789.00	2,789.00
20VX00DAUS	ThinkPad P14s Intel (14") - Mobile Workstation	2,789.00	2,789.00
20W400K9US	ThinkPad T15 Gen 2 (15") Intel - Black	2,789.00	2,789.00
20W600FFUS	ThinkPad P15s Gen 2 Intel (15") - Mobile Workstation	2,789.00	2,789.00
21A7003XUS	ThinkPad T15p Gen 2 Intel (15")	2,789.00	2,789.00
20RK000JUS	ThinkPad X1 Fold (13")	2,799.00	2,799.00
20SX004BUS	ThinkPad X13 Yoga Intel (13")	2,799.00	2,799.00
20W8001QUS	ThinkPad X13 Yoga Gen 2 Intel (13")	2,799.00	2,799.00
21A00066US	ThinkPad P14s Gen 2 AMD (14") - Mobile Workstation - Black	2,819.00	2,819.00
20YUCTO1WWUS2	ThinkPad P17 Gen 2 Intel (17") - Mobile Workstation with Linux	2,829.00	2,829.00
20XW003FUS	ThinkPad X1 Carbon Gen 9 Intel (14")	2,879.00	2,879.00
21AK0045US	ThinkPad P14s Gen 3 Intel (14") Mobile Workstation - Black	2,879.00	2,879.00
20Y3CTO1WWUS1	ThinkPad P1 Gen 4 Intel (16") - Mobile Workstation	2,889.00	2,889.00
30DF0085US	ThinkStation P340 Tiny Workstation	2,899.00	2,899.00
20W0003MUS	NB TP T14 G2 I7 16G 512G 10P	2,919.00	2,919.00
20TK0047US	ThinkPad X1 Extreme Gen 3 Intel (15") - Black	2,949.00	2,949.00
20YQ004SUS	ThinkPad P15 Gen 2 Intel (15") - Mobile Workstation	2,949.00	2,949.00
20Y5CTO1WWUS1	ThinkPad X1 Extreme Gen 4 Intel (16")	2,951.00	2,951.00
21A00069US	ThinkPad P14s Gen 2 AMD (14") - Mobile Workstation - Black	2,959.00	2,959.00
30EQ01W1US	ThinkStation P348 Tower Workstation	2,979.00	2,979.00
20YQ0085US	ThinkPad P15 Gen 2 Intel (15") - Mobile Workstation	2,989.00	2,989.00
20YUCTO1WWUS1	ThinkPad P17 Gen 2 Intel (17") - Mobile Workstation	2,999.00	2,999.00
20T0S2BC00	ThinkPad T14s Intel (14") - Black	3,009.00	3,009.00
20W400KAUS	ThinkPad T15 Gen 2 (15") Intel - Black	3,009.00	3,009.00
20XH005JUS	ThinkPad X13 Gen 2 AMD (13") - Black	3,009.00	3,009.00
20S2S01C00	ThinkPad T14 Intel (14") - Black	3,109.00	3,109.00
20WM01JDUS	ThinkPad T14s Gen 2 Intel (14") - Storm Grey	3,129.00	3,129.00
21A9008AUS	ThinkPad P15v Gen 2 Intel (15") - Mobile Workstation	3,149.00	3,149.00
20Y5000VUS	ThinkPad X1 Extreme Gen 4 Intel (16") - Black	3,179.00	3,179.00
20UB0060US	ThinkPad X1 Yoga Gen 5 Intel (14")	3,199.00	3,199.00
81YT0006US	Legion 7i (15") with RTX 2080	3,199.99	3,199.99
20W400KBUS	ThinkPad T15 Gen 2 (15") Intel - Storm Grey	3,229.00	3,229.00
20YU002GUS	ThinkPad P17 Gen 2 Intel (17") - Mobile Workstation	3,229.00	3,229.00
20XY00B9US	ThinkPad X1 Yoga Gen 6 Intel (14")	3,259.00	3,259.00

Product Number	Product Name	4/12/2022 Reg Price	4/13/2022 Est Value
20RK000NUS	ThinkPad X1 Fold (13")	3,279.00	3,279.00
20XF004WUS	ThinkPad T14s Gen 2 AMD (14") - Black	3,279.00	3,279.00
20Y3005DUS	ThinkPad P1 Gen 4 Intel (16") - Mobile Workstation	3,279.00	3,279.00
21A7003YUS	ThinkPad T15p Gen 2 Intel (15")	3,279.00	3,279.00
21A9004BUS	NB WS P15v G2 I7 32G 1T 10P	3,279.00	3,279.00
21A9008CUS	ThinkPad P15v Gen 2 Intel (15") - Mobile Workstation	3,279.00	3,279.00
20YQ004NUS	ThinkPad P15 Gen 2 Intel (15") - Mobile Workstation	3,299.00	3,299.00
20YQ009RUS	ThinkPad P15 Gen 2 Intel (15") - Mobile Workstation	3,309.00	3,309.00
30DKS04X00	ThinkStation P340 SFF Workstation	3,319.00	3,319.00
30E0CT01WWUS2	ThinkStation P620 Workstation with Linux	3,339.00	3,339.00
20QA000EUS	ThinkPad X1 Titanium Yoga Intel (13")	3,389.00	3,389.00
20UB0068US	ThinkPad X1 Yoga Gen 5 Intel (14")	3,399.00	3,399.00
20XW003GUS	ThinkPad X1 Carbon Gen 9 Intel (14")	3,409.00	3,409.00
20XY00BAUS	ThinkPad X1 Yoga Gen 6 Intel (14")	3,409.00	3,409.00
20XW003HUS	ThinkPad X1 Carbon Gen 9 Intel (14")	3,439.00	3,439.00
21CB000JUS	ThinkPad X1 Carbon Gen 10 Intel (14") - Black	3,439.00	3,439.00
21AK0046US	ThinkPad P14s Gen 3 Intel (14") Mobile Workstation - Black	3,459.00	3,459.00
20VX00DBUS	ThinkPad P14s Intel (14") - Mobile Workstation	3,489.00	3,489.00
20XY00BBUS	ThinkPad X1 Yoga Gen 6 Intel (14")	3,529.00	3,529.00
20W600FGUS	ThinkPad P15s Gen 2 Intel (15") - Mobile Workstation	3,559.00	3,559.00
20YU002LUS	ThinkPad P17 Gen 2 Intel (17") - Mobile Workstation	3,559.00	3,559.00
21A70040US	ThinkPad T15p Gen 2 Intel (15")	3,559.00	3,559.00
20QA000FUS	ThinkPad X1 Titanium Yoga Intel (13")	3,579.00	3,579.00
21CD000KUS	ThinkPad X1 Yoga Gen 7 Intel (14")	3,579.00	3,579.00
20WM01J8US	ThinkPad T14s Gen 2 Intel (14") - Black	3,589.00	3,589.00
20WM01JCUS	ThinkPad T14s Gen 2 Intel (14") - Storm Grey	3,589.00	3,589.00
20Y30064US	ThinkPad P1 Gen 4 Intel (16") - Mobile Workstation	3,609.00	3,609.00
20XY00BCUS	ThinkPad X1 Yoga Gen 6 Intel (14")	3,619.00	3,619.00
20YQ0086US	ThinkPad P15 Gen 2 Intel (15") - Mobile Workstation	3,619.00	3,619.00
30E0CT01WWUS1	ThinkStation P620 Workstation	3,619.00	3,619.00
20Y5000QUS	ThinkPad X1 Extreme Gen 4 Intel (16") - Black	3,659.00	3,659.00
21A9004DUS	ThinkPad P15v Gen 2 Intel (15") - Mobile Workstation	3,659.00	3,659.00
21A9008BUS	ThinkPad P15v Gen 2 Intel (15") - Mobile Workstation	3,659.00	3,659.00
21AK0047US	ThinkPad P14s Gen 3 Intel (14") Mobile Workstation - Black	3,679.00	3,679.00
30DKS04Y00	ThinkStation P340 SFF Workstation	3,709.00	3,709.00
20XW00A9US	ThinkPad X1 Carbon Gen 9 Intel (14")	3,749.00	3,749.00
20XY00BDUS	ThinkPad X1 Yoga Gen 6 Intel (14")	3,769.00	3,769.00
20VX00DCUS	ThinkPad P14s Intel (14") - Mobile Workstation	3,779.00	3,779.00
20QA000GUS	ThinkPad X1 Titanium Yoga Intel (13")	3,839.00	3,839.00
20Y3008BUS	ThinkPad P1 Gen 4 Intel (16") - Mobile Workstation	3,839.00	3,839.00
20YU002RUS	ThinkPad P17 Gen 2 Intel (17") - Mobile Workstation	3,849.00	3,849.00
20W600FHUS	ThinkPad P15s Gen 2 Intel (15") - Mobile Workstation	3,859.00	3,859.00

Product Number	Product Name	4/12/2022 Reg Price	4/13/2022 Est Value
20TK0049US	ThinkPad X1 Extreme Gen 3 Intel (15") - Black Weave	3,879.00	3,879.00
20Y5000UUS	ThinkPad X1 Extreme Gen 4 Intel (16") - Black Weave	3,879.00	3,879.00
20YU002NUS	ThinkPad P17 Gen 2 Intel (17") - Mobile Workstation	3,879.00	3,879.00
20XW003JUS	ThinkPad X1 Carbon Gen 9 Intel (14")	3,889.00	3,889.00
21A7002NUS	ThinkPad T15p Gen 2 Intel (15")	3,969.00	3,969.00
21A70041US	ThinkPad T15p Gen 2 Intel (15")	3,969.00	3,969.00
20YQ004HUS	ThinkPad P15 Gen 2 Intel (15") - Mobile Workstation	3,989.00	3,989.00
20XY00B7US	ThinkPad X1 Yoga Gen 6 Intel (14")	4,009.00	4,009.00
20TK0046US	ThinkPad X1 Extreme Gen 3 Intel (15") - Black Weave	4,099.00	4,099.00
21A9004FUS	ThinkPad P15v Gen 2 Intel (15") - Mobile Workstation	4,099.00	4,099.00
20Y30088US	ThinkPad P1 Gen 4 Intel (16") - Mobile Workstation	4,149.00	4,149.00
20YU002EUS	ThinkPad P17 Gen 2 Intel (17") - Mobile Workstation	4,179.00	4,179.00
20YU002HUS	ThinkPad P17 Gen 2 Intel (17") - Mobile Workstation	4,249.00	4,249.00
21A9008DUS	ThinkPad P15v Gen 2 Intel (15") - Mobile Workstation	4,259.00	4,259.00
30BACTO1WWUS2	ThinkStation P720 Workstation	4,289.00	4,289.00
20Y3008QUS	ThinkPad P1 Gen 4 Intel (16") - Mobile Workstation	4,309.00	4,309.00
21A9004EUS	ThinkPad P15v Gen 2 Intel (15") - Mobile Workstation	4,529.00	4,529.00
20Y3008GUS	ThinkPad P1 Gen 4 Intel (16") - Mobile Workstation	4,599.00	4,599.00
20Y5000SUS	ThinkPad X1 Extreme Gen 4 Intel (16") - Black Weave	4,659.00	4,659.00
21A9008EUS	ThinkPad P15v Gen 2 Intel (15") - Mobile Workstation	4,689.00	4,689.00
20Y3008DUS	ThinkPad P1 Gen 4 Intel (16") - Mobile Workstation	4,739.00	4,739.00
20YQ004GUS	ThinkPad P15 Gen 2 Intel (15") - Mobile Workstation	4,799.00	4,799.00
30BCCTO1WWUS1	ThinkStation P920 Workstation	4,799.00	4,799.00
30DHS0BY00	ThinkStation P340 Tower Workstation	4,829.00	4,829.00
21A90051US	ThinkPad P15v Gen 2 Intel (15") - Mobile Workstation	4,929.00	4,929.00
20Y3008NUS	ThinkPad P1 Gen 4 Intel (16") - Mobile Workstation	4,959.00	4,959.00
20Y3008EUS	ThinkPad P1 Gen 4 Intel (16") - Mobile Workstation	5,049.00	5,049.00
20YU002PUS	ThinkPad P17 Gen 2 Intel (17") - Mobile Workstation	5,089.00	5,089.00
21A9008FUS	ThinkPad P15v Gen 2 Intel (15") - Mobile Workstation	5,089.00	5,089.00
20YQ004QUS	ThinkPad P15 Gen 2 Intel (15") - Mobile Workstation	5,109.00	5,109.00
20YU002QUS	ThinkPad P17 Gen 2 Intel (17") - Mobile Workstation	5,399.00	5,399.00
20Y3004DUS	ThinkPad P1 Gen 4 Intel (16") - Mobile Workstation	5,449.00	5,449.00
20Y3004MUS	ThinkPad P1 Gen 4 Intel (16") - Mobile Workstation	5,639.00	5,639.00
20YQ004RUS	ThinkPad P15 Gen 2 Intel (15") - Mobile Workstation	5,769.00	5,769.00
20Y3004KUS	ThinkPad P1 Gen 4 Intel (16") - Mobile Workstation	5,999.00	5,999.00
20Y30067US	ThinkPad P1 Gen 4 Intel (16") - Mobile Workstation	5,999.00	5,999.00
20YU002MUS	ThinkPad P17 Gen 2 Intel (17") - Mobile Workstation	6,059.00	6,059.00
20YQ004FUS	ThinkPad P15 Gen 2 Intel (15") - Mobile Workstation	6,069.00	6,069.00
20YQ004MUS	ThinkPad P15 Gen 2 Intel (15") - Mobile Workstation	6,149.00	6,149.00
20Y3008MUS	ThinkPad P1 Gen 4 Intel (16") - Mobile Workstation	6,369.00	6,369.00
20YU002SUS	ThinkPad P17 Gen 2 Intel (17") - Mobile Workstation	6,369.00	6,369.00
20YU002FUS	ThinkPad P17 Gen 2 Intel (17") - Mobile Workstation	6,439.00	6,439.00

<b>Product Number</b>	<b>Product Name</b>	<b>4/12/2022 Reg Price</b>	<b>4/13/2022 Est Value</b>
20Y3004CUS	ThinkPad P1 Gen 4 Intel (16") - Mobile Workstation	7,849.00	7,849.00
20Y3004LUS	ThinkPad P1 Gen 4 Intel (16") - Mobile Workstation	8,219.00	8,219.00
20YQ004TUS	ThinkPad P15 Gen 2 Intel (15") - Mobile Workstation	8,699.00	8,699.00
20YQ0057US	ThinkPad P15 Gen 2 Intel (15") - Mobile Workstation	8,769.00	8,769.00
20YU002KUS	ThinkPad P17 Gen 2 Intel (17") - Mobile Workstation	8,819.00	8,819.00
20YU002JUS	ThinkPad P17 Gen 2 Intel (17") - Mobile Workstation	8,889.00	8,889.00

# **Exhibit B**

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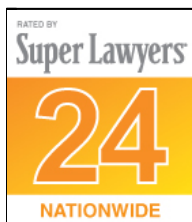
## Media Center

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# Settlement Reached in Lenovo False Discounts Consumer Protection Lawsuit

December 6, 2013

Lieff Cabraser and attorney Daniel Hattis jointly announced today that Lenovo, Inc. has agreed to a settlement to resolve claims by California consumers that Lenovo for a period from June 2008 through August 2012 advertised false discounts from represented former prices on its website. Lieff Cabraser was co-counsel in the case.

As provided in the settlement, California consumers who purchased an affected model of Lenovo computer from Lenovo's website in the period June 4, 2008 through August 30, 2012 will receive a \$50 payment after submitting a valid claim.

In addition, Lenovo has changed its methodology for online consumer advertising.

Note: The deadline to submit claims to the Settlement Administrator was February 1, 2014.

## In the News

March 2, 2016

The Tennessean Checks in with Mark Chalos On the Erin Andrews Privacy Trial

March 1, 2016

Products Containing Talcum Powder Linked to Ovarian Cancer

February 29, 2016

The Recorder Names Kelly Dermody a Giant Slayer

February 26, 2016

Court to VW: One Month to Set Diesel Emissions Fix for 600,000 U.S. Cars

February 26, 2016

Lieff Cabraser Attorneys Join Law360 Editorial Advisory Boards

## Investigations

CGI Group Data Breach

Daily Fantasy Sports "Insider Trading" Investigation

Keyless Cars Carbon Monoxide Poisoning Death Lawsuits

Championing Justice for Tech Workers, Innovators, and Entrepreneurs

Porter Ranch Uncontrolled Natural Gas Leak

Sexism in the Tech Industry

Protecting Employee Rights in Stock Option Agreement Disputes